

MONROE COUNTY REQUEST FOR PROPOSALS ("RFP")

Purchase of County Tax Liens

Release Date: November 30, 2012

Response Deadline: December 14, 2012



Maggie Brooks
County Executive

Monroe County
Department of Finance
39 West Main Street
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Kim DeLuca
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104

RFP _____
Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe _____
County. _____
*Other: _____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposals. _____

*Other reasons for not responding might include: insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc.

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County ("the County") is exploring opportunities to enhance the stability of property tax revenue collections and minimize adverse financial exposure associated with delinquent property tax payments. To this end, the County is seeking an entity to purchase delinquent tax liens ("Tax Certificates") assigned to properties which are currently in default of payment of property tax. This includes liens between the years 2008-2011.

The objective is to secure payment for delinquent taxes after the County has reclassified unpaid taxes into a Tax Sale Certificate account. The purchase price of these certificates (redemption value) includes the original assessed tax, penalties, interest, additional fees accrued to the lien at time of sale to successful purchaser, and premium offered. This proposal is to securitize or purchase tax liens as a bulk sale with no cost or expense to the County. Other alternative proposals are acceptable. The sale of tax liens are without any recourse to the County. The County seeks an agreement which would provide enhanced collection proceeds and revenue stability.

Note: Alternative proposals which achieve the same end result of enhanced collection proceeds and revenue stability over several years are encouraged.

1.2 RFP Coordinator; Issuing Office

The RFP Coordinator identified below is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful purchaser. *No contact will be allowed between prospective purchasers and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for purchaser disqualification.*

Kim DeLuca, Contract Management Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Phone: (585) 753-1137
Fax: (585) 753- 1104
Email: kdeluca@monroecounty.gov

Only those Purchasers who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected purchaser to supply the services described in Section 2. ***This intent does not commit the County to award a contract to any responding purchaser, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; and (b) award one or more contracts to one or more qualified purchasers if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.***

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on November 30, 2012.
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on December 6, 2012.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Purchasers who received the original RFP on or before December 11, 2012.
- ◆ **Final RFP submissions must be received by 3:00 PM EST on December 14, 2012** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 An Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. The County also owns and operates the Greater Rochester International Airport and leases and operates the Seneca Park Zoo.

The County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

SECTION 2 - SPECIFIC PROPOSAL REQUIREMENTS

2.1 Background

The County is authorized pursuant to the Monroe County Administrative Code (the “Code”) to assign tax liens held by the County upon payment to it of an amount sufficient to pay the underlying taxes, as well as interest from the date of the tax lien sale and all costs, expenses, and charges accrued thereon, provided, however, that the County may assign tax liens held by the County for consideration less than the full amount due whenever it is in the best interest of the County as determined by the Chief Financial Officer. Pursuant to this RFP, the County is offering to sell approximately \$22 million of real property tax liens described in Appendix C, including all interest and penalties as of December 1, 2012.

2008-2011 real property delinquent tax liens are being offered for purchase. Properties known to be in bankruptcy or those with installment agreements are not being offered. Properties may have environmental issues that the County has no way of definitively knowing. For those properties located in the City of Rochester, the County tax liens are subordinate to City of Rochester tax liens for the same property.

The County has maintained a historical collection rate of over 97% on its delinquent tax liens. The County is subject to the Monroe County Tax Act and the Monroe County In Rem Tax Foreclosure Act, which are provided as Appendices A and B respectively. Under these Code provisions, the interest rate for delinquent taxes is 1 ½ % per month. The chronological order of events is summarized below.

A. Delinquent Notices: Notices are sent to owners of delinquent accounts three (3) times per year. In addition, two (2) months before filing the *lis pendens* on accounts eligible for tax foreclosure, owners with accounts eligible for foreclosure receive reminder letters and phone calls.

B. Foreclosure: The County historically conducts one (1) tax foreclosure proceeding per year on all the parcels available for tax foreclosure at that time. New York State Real Property Tax Law Article 11 (Uniform Tax Foreclosure Act) is not applicable to the County. Instead, the County is subject to the Monroe County In Rem Tax Foreclosure Act referenced above. The County has not conducted a tax foreclosure sale since 2008. The foreclosure process is as follows:

1. A tax which has been unpaid for a least one (1) year from the date the tax sale certificate was sold becomes eligible for tax foreclosure.
2. A list of tax delinquent properties is prepared, verified and filed with the County Clerk’s office.
3. Parcels can be withdrawn from tax foreclosure by redemption, an Installment Agreement, bankruptcy, and valid legal defense.
4. A public notice of foreclosure is published at least once a week for six (6) successive weeks in two newspapers within Monroe County.

5. A tax foreclosure attorney provides legal notice of the foreclosure to each owner, mortgagee, lienor or claimant. Proof of filing, publication, posting, mailing or other acts required by law must be made by affidavit and filed in the County Clerk's Office.
6. From before the In Rem action is commenced until the auction, many efforts are made through letters, telephone calls, contact with attorneys, banks and any other lending institutions to locate the property owner/owners to inform them of the upcoming action, advise them of their legal options and assist them to avoid foreclosure.
7. Costs, allowances, legal fees, and disbursements are entitled to be recovered by Monroe County and are added to the amount due.
8. Public notice of sale is published once a week for three (3) successive weeks prior to the auction.
9. Opening bid for each property is the amount owed to the County. The bidding is open and competitive and the property goes to the highest bidder.

C. Delinquent Tax Installment Agreements (per Section 6(c) of the Monroe County In Rem Tax Foreclosure Act): An agreement can be entered into between an eligible owner and Monroe County at any time after the last day of any sale of tax sale certificates for unpaid taxes. The term of the agreement shall not exceed eighteen months. Payments are made on a monthly basis. Interest is computed on all unpaid tax liens at the rate of one and one-half per centum for each month and/or fraction thereof through the last installment. The interest is front loaded. A down payment in an amount equal to at least twenty-five per centum of the combined sum of the unpaid tax liens and interest shall be paid on the date of the agreement.

D. Bankruptcy: County in-house counsel undertakes the legal actions necessary to pursue tax collection on properties owned by debtors in bankruptcy, including: filing the proof of claim, making motions to lift stay, obtaining orders to terminate bankruptcy, filing objections to cramdowns, review and filing of objections to plans, review of cases for abuse, resolving priority and plan payment distribution disputes, defense against preference actions brought against County taxes and participation in workout plans, and providing updates to the Finance Department.

2.2 Proposed Basis of Selection of Tax Liens

Purchasers are requested to provide a proposal to purchase the County's Tax Certificates being offered. Proposals must include:

- A. Proposed basis for selection of liens.** Purchasers are expected to purchase all outstanding tax liens. The list of liens being offered is provided as Appendix C. Proposals that include only subsets of outstanding tax liens will not be considered.
- B. Proposed basis for establishing purchase price.** State basis for establishing amount to be offered for each purchased County Tax Certificate. Purchase price to include the base

tax, all accrued interest, penalties, and fees accrued at time of sale to successful purchaser (redemption value) and premium offered.

- C. Proposed basis for enhancing/maximizing revenue stability.** To enhance revenue stability, multi-year proposals are requested. State (1) proposed length of agreement, (2) basis for options to renew, and (3) any additional basis for enabling the County to reliably predict revenues from sale of liens on a multi-year basis.
- D. Collection Process.** Describe process by which delinquent taxes will be collected. All collections must be in compliance with all tax sale laws set by New York State, the Code and all Federal and State debtor and creditor laws.
- E. Information Sharing.** Describe reporting process (e.g.; frequency, account status, etc.) and the proposed basis/mechanisms by which the County can access real time information for the purpose of determining the current status and value of all outstanding tax liens.
- F. Sale must close by December 31, 2012.**

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Purchaser's Proposal(s)

- A. Acceptance Period and Location:** To be considered, Purchasers must submit a complete response to this RFP. Purchasers not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on December 14, 2012.

Kim DeLuca
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: kdeluca@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Purchasers receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" (page 2 of this RFP) to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies:** Purchasers must submit one (1) signed original Proposal and seven (7) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Purchase of County Tax Liens."** The Purchaser must also respond electronically in addition to submitting hardcopies of its proposal as provided above. The Purchaser will make no other distribution of proposals. An official authorized to bind the Purchaser to its provisions must sign the Proposal.
- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of seventeen (17) days past the due date for receipt of RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Purchaser's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Purchaser complies" or "Purchaser understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Purchasers mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Purchasers who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Purchaser and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Purchaser disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Purchasers that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding two (2) pages that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Purchaser to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Purchaser's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. This section must not exceed two (2) pages in length. Specifically address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - 3. Financial Information:

a. Publicly Owned or Not for Profit Organizations:

Financial history of the company covering the last three (3) years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.

b. Privately Held Companies:

Total gross revenues of the company covering the last three (3) years.

4. Functions and location of your nearest regional office to the County. Identify the location of your company's headquarters.
5. Anticipated growth of your organization including expansion of the client base and acquisitions
6. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee if the Purchaser is a member of the selection committee, etc.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must not exceed four (4) pages in length. This section must include:

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Approximate annual budget;
 - c. Name and telephone number of contact person;
 - d. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. Résumés for the key personnel to be involved in providing services to the County.

E. Purchaser's proposal. Purchaser must submit a detailed scope of services that describes how its proposal will meet the County's purpose and objectives as stated in Section 1.1 and the specific proposal requirements as stated in Section 2.1 of this RFP. This section must not exceed four (4) pages in length. The scope of services must also include:

- 1) Purchaser's expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed; and

- 2) proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

- F. Insurance Certificates.** Each Purchaser must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.
- G. Exceptions to General Information for the Purchaser.** For all exceptions to Section 4, the Purchaser must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Purchaser", the section number of any requirement to which an exception is being taken and an explanation of their position.
- H. Exceptions to the County Contract.** Appendix D provides the County Contract which provides the parameters that the County requires when it enters into a contract agreement. For all exceptions to the County Contract, the Purchaser must indicate on a separate sheet labeled "Exceptions Taken to the County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Purchaser, but rather that the Purchaser explain their position so that the conflict can be evaluated. If no exceptions are noted, the Purchaser is presumed to have agreed with all sections of the County Contract.
- I. Certification.** Proposals should include a letter from an authorized corporate officer, not to exceed two (2) pages in length, certifying the accuracy of the information provided and guaranteeing the proposed prices.
 - ♦ **All prices and notations shall be written in ink or typed.**
 - ♦ **The individual signing the Proposal must initial changes or corrections made to the Proposal.**
 - ♦ **Corrections will not be permitted after the proposals have been opened.**

3.6 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Purchaser with whom a contract may be signed. Evaluation of the proposals will consider several factors, including revenue, revenue stability, financial wherewithal, each of which has an impact on the relative success of the Purchaser to provide the services as outlined in Section 2 of the RFP. Evaluation will also consider the Purchaser's experience, expertise, management procedures, and quality control mechanisms as outlined in Sections 3.5.D and 3.5.E.

- C. Contract Approval Process:** Purchasers must be aware that any contract resulting from this request for proposal may be subject to prior approval of the County Law Department.

3.7 Oral Presentation

Purchasers who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Purchaser to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Purchaser the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Purchaser and/or to determine the Purchaser's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Purchaser's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Purchasers that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE PURCHASER

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Purchaser proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A.** Make selections based solely on the proposals or negotiate further with one (1) or more Purchasers. The Purchaser selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B.** Negotiate contracts with the selected Purchasers.
- C.** Award a contract to more than one (1) Purchaser.

4.2 Contract Negotiation

Negotiations may be undertaken with those Purchasers whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix D is a copy of the County Contract. Purchasers must take exception as instructed in Section 3.5.I., if necessary. Any exceptions will be evaluated by the County Law Department prior to proposal rating.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Purchaser may become contractual obligations, should a contract ensue. Failure of a Purchaser to accept these obligations may result in cancellation of the award. The awarded Purchaser will be required to provide the County with a *Word* version of its final proposal. See page nineteen (19) of this RFP for the "*Proposal Form*" to be signed and submitted.

4.4 Prime Responsibilities

The selected Purchaser will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Purchaser will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Purchaser to be

the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced, or generated in connection with the services to be provided by the Purchaser. The County and the Purchaser intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Purchaser to be a work made for hire. In submitting a proposal in response to this RFP, the Purchaser acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Purchaser and the Purchaser’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Purchaser shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Purchaser must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Purchaser’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Purchaser will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the County and the Purchaser selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Purchaser Selection

All Purchasers who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A.** By submission of a proposal, the Purchaser certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
1. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Purchaser or competitor for the purpose of restricting competition; and
 2. No attempt has been made or will be made by the Purchaser to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B.** Each person signing the proposal certifies that:
1. They are the person in the Purchaser's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
 2. They are not the person in the Purchaser's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C.** A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

The County is not liable for any costs incurred by Purchaser prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Purchaser as part of a proposal shall vest in the County upon submission of the Purchaser's proposal to the County without

any obligation or liability by the County to the Purchaser. The County has the right to use any or all ideas presented by a Purchaser.

The County reserves the right to ownership, without limitation, of all proposals submitted. However, because the County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), the County will, to the extent permitted by law, seek to protect the Purchaser's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, the County will deny public access to Purchaser's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Purchaser's competitive position, provided the Purchaser identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Purchaser's competitive position.

4.12 Indemnification

The Purchaser shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Purchaser, its agents or employees, the provision of any products by the Purchaser, its agents or employees, arising from any act, omission or negligence of the Purchaser, its agents or employees, or arising from any breach or default by the Purchaser, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Purchaser.

4.13 Insurance Requirements

WORKERS' COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Purchaser in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

4.14 Proposal Certification

The Purchaser must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Purchaser. This certification is

accomplished by having the Proposal signed by an individual who has the authority to bind the Purchaser.

All proposals shall be considered final when received.



**PROPOSAL FORM
SALE OF COUNTY TAX LIENS**

TO: MONROE COUNTY

The undersigned hereby agrees to perform the work and/or furnish the Services/Products listed in accordance with the terms and specifications attached hereto, which have been carefully examined. The undersigned submits the following proposal, which is in complete conformity with the intent of the RFP documents. The proposed Purchaser agrees that, should it be awarded a contract on the basis of this RFP through the issuance of a contract from the County, it will provide the materials, supplies, equipment or services in strict compliance with the contract documents for the compensation stipulated herein. The proposed Purchaser agrees that its proposal shall remain effective for a period of seventeen (17) days from the formal proposal opening date.

Proposer certifies, with the submission of this proposal, which their company is not on the United States Comptroller General's List of Ineligible Contractors.

**NAME OF CORPORATION
INDIVIDUAL OR PARTNER**

DATE

ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

TITLE OF SIGNER

TELEPHONE # / FAX #

PRINTED NAME

BIDDER'S TAX I.D. NUMBER

ELECTRONIC MAIL ADDRESS

APPENDIX A

MONROE COUNTY TAX ACT

Section 1. Short title. This act shall be known as the Monroe county tax act.

§ 2. Board of assessors. There shall be a board of assessors in each town of Monroe county, composed of one or more electors of said town, who shall be elected or appointed from time to time in the manner prescribed by law for the election or appointment of town assessors, which board of assessors shall make and prepare assessment rolls for the purpose of taxation within their respective towns and in all school, fire, water, light, sewer, sidewalk and other public and improvement districts, therein where taxes are levied and raised, whether for state, county, town, school or other district purposes. Said assessor or assessors shall hold office as prescribed by law from time to time with respect to town assessors. Before entering upon their duties such board of assessors shall organize by electing one of their number chairman.

§ 3. Preparation and tentative completion of assessment roll on property without the city of Rochester, and taxable status of such property. The assessor in each assessing unit without the city of Rochester shall annually on or before March first, ascertain by diligent inquiry all of the real property and names of the owners thereof taxable therein. The assessor shall complete the assessment roll on or before the first day of May of each year and shall forthwith cause a notice to be published and conspicuously posted in three or more public places in the assessing unit, conforming to the requirements and provisions of the real property tax law of the state of New York relating to notice of completion of tentative roll, public examination, complaints, and board of assessment review; and in all other respects shall proceed in the preparation, correction, completion and certification of the assessment roll as directed by the real property tax law of the state of New York. This assessment roll, when so prepared, shall be used for the levy of taxes for the following calendar year. The taxable status of real property on the annual county assessment rolls of properties without the city of Rochester shall be fixed as of the first day of March of each year and the valuation thereof determined as of the applicable valuation date.

§ 3-a. Valuation date. All real property subject to taxation, and assessed as of a March first taxable status date, shall be valued as of the preceding first day of January. The valuation date of real property in a city or town not subject to the provisions of this section shall be determined as of the date provided by law applicable to such city or town, or if not so provided, then as of the taxable status date of the city or town. The valuation date of the real property entered on any assessment roll shall be imprinted or otherwise indicated at the top of the first page of each volume of such roll.

§ 4. Final completion and filing of assessment roll of property without the city of Rochester. The original assessment roll and certified copies thereof for all assessing units without the city of Rochester shall be corrected, completed, verified, filed and delivered and notices of the same shall be posted and published in the manner provided by the real property tax law of the state of New York, excepting as herein otherwise provided. On or before the first day of July in each year, the assessors shall finally complete the assessment roll for each assessing unit and prepare and file a certified copy thereof in the office of the town clerk of each such assessing unit to there remain until October first on which date it shall be delivered by said town clerk to the county legislature of Monroe county for corrections thereto and extension of taxes thereon, and when such certified copy shall have been conformed in all respects to the original roll delivered to the town collecting officer, it shall be returned to the office of the town clerk to there remain as a public record. The original assessment roll shall be delivered by the assessors of each town to the county legislature of the county of Monroe on or before September first in each year. The supervisor of each town shall transmit to the county legislature of the county of Monroe on or before November fifteenth of each year a list of names of all persons and property against whom or which local assessments have been levied and the amounts due from each.

§ 5. Annual county assessment rolls of city properties. The assessor of the city of Rochester shall annually at the same time and place that he prepares the annual assessment rolls of the city of Rochester make copies thereof for the use of the county legislature of the county of Monroe for levying county taxes, and these rolls so prepared for the county legislature shall be known as annual county assessment rolls of city properties; and they shall contain as near as can be ascertained all the real property in the city of Rochester subject to taxation and the value of the same as determined by the assessor, except as the fixing of valuation is by law otherwise provided.

After said annual county assessment rolls of city properties have been prepared, the board of assessment review shall meet in accordance with the provisions of the real property tax law to hear complaints in relation to assessments brought before it, for which at least ten days previous notice shall be given by publication in the daily papers published in the city of Rochester. Such hearing by the board of assessment review shall be had at the same time and place that the board of assessment review hears the allegations and objections to the annual city assessment rolls of the city of Rochester, and said publication may be included in the same publication giving notice of the hearing of the allegations and objections to the annual city assessment roll of the city of Rochester. At the time and place designated in said notice and for ten consecutive business days thereafter, the board of assessment review shall hear allegations and objections to said annual county assessment rolls of city properties, and said annual county assessment rolls of city properties must be open to examination and inspection by all persons interested between the hours of nine and twelve in the morning and two and four in the afternoon of each of said days except Saturday afternoon.

All complaints in regard to assessments shall be submitted in writing.

After the board of assessment review has heard and examined into the complaints made to assessments on the annual county assessment rolls of city properties, the assessor shall make such corrections and amendments as the facts established may require, and he shall attach to each of the annual county assessment rolls of city properties an oath substantially in the following form:

"I, , the assessor of the city of Rochester, New York, do depose and swear that I have set down in the foregoing assessment roll all of the real estate situated in the ward of the city of Rochester, according to my best information; and that, with the exception of those cases in which the value of said real estate has been changed by reason of proof produced before me, and with the exception of those cases in which the value of any special franchise has been fixed by the state board of equalization and assessment, I have estimated the value of said real estate at the sums which I have decided to be the full value thereof."

§ 5-a. Completion of annual county assessment rolls of city properties. The assessor shall complete the annual county assessment rolls of city properties on or before June first of each year and attach to said rolls the oath required to be attached thereto, and at the same time shall attach to each of said rolls a certificate substantially in the following form:

"I, , assessor of the city of Rochester, do hereby certify that the annexed is the completed annual county assessment roll of city properties and is a full and correct copy of the annual city tax roll of the ward prepared in the year for the city of Rochester, New York, with all additions, amendments and corrections thereto as of this date."

"Dated: , 19....."

After having attached said oath and said certificate, the assessor shall on or before the first day of June in each year deliver to the clerk of the county legislature of the county of Monroe, for the use of the county legislature, the annual county assessment rolls of city properties prepared in the current year as they then exist, including additions, amendments and corrections thereto. Said rolls shall remain open for public inspection at Monroe county courthouse until the same with the warrants attached thereto are delivered to the director of finance of the county of Monroe. The county legislature of the county of Monroe shall pay to the city of Rochester for the copy or copies made for their use an amount to be agreed upon by the city of Rochester and the county of Monroe.

§ 5-b. Taxable status of real property. The taxable status date of the city of Rochester shall be controlling for the levy and collection of county taxes for property in the city of Rochester. For the purpose of the levy and collection of county taxes on property in the city of Rochester, the valuations of such real property shall be ascertained from the latest final assessment roll delivered to the county of Monroe by the city of Rochester as provided for in section five-a of this act.

Any person interested who shall have appeared before the board of assessment review and made his objections at the hearing provided for in the real property tax law of the state of New York, and who shall consider himself aggrieved by any decision or action of the board of assessment review, may apply in accordance with the provisions of such law, to the supreme court for a review of the decision or action of the assessor.

§ 6. Equalization by board of supervisors. The board of supervisors of the county of Monroe before December thirty-first of each year shall examine the assessment rolls of the several tax districts in the county for the purpose of ascertaining whether the valuations in one tax district bear a just relation to the valuations in all the tax districts in the county; and the board may increase or diminish the aggregate valuations of real estate in any tax district in accordance with the manner prescribed by the tax law of the state of New York.

§ 7. Levying of tax by supervisors. The board of supervisors of the county of Monroe shall on or before December thirty-first of each year levy the taxes for the county, including the state tax upon the valuations as equalized by it and estimate and set down in a separate column in the assessment roll of each tax district therein, opposite to the sums set down as the valuation of real property the sum to be paid as a tax thereon, including the state tax as fixed by the department of taxation and finance. Such assessment roll shall, when the warrant is annexed thereto, become the tax roll of the tax district for the next calendar year and a copy thereof shall be delivered to the proper supervisors, who shall deliver it to the clerk of the proper town to be kept by him for its use. The tax rolls for the city of Rochester shall be delivered to the Monroe county treasurer as hereinafter provided.

§ 8. Lien date. All taxes and assessments shall be and become liens on the real estate affected thereby and shall be construed and deemed to be charged thereon at midnight on the thirty-first day of December of the year in which the tax rolls were prepared and shall remain such liens until fully paid or otherwise satisfied or cancelled as provided by law.

§ 8-a. The description of any premises upon the assessment roll of any tax district of the county of Monroe shall be deemed to include and the levy of the Monroe county tax thereon shall be deemed to levy a tax upon such premises inclusive of the land in any street, highway, road or proposed road, upon which said premises front or abut, to the center line of such street, highway, road, or proposed road, excepting that such description and tax levy shall not include the land in any street, highway, road, or proposed road, upon which said premises front or abut, to the center line of such street, highway, road, or proposed road, when the legal title to such street, highway, road, or proposed road, is in the county of Monroe, the city of Rochester, or in the town or village in which the premises described and taxed are situate.

§ 9. Tax rolls and warrants to collectors and receivers; property without the city of Rochester. On or before December thirty-first in each year, the board of supervisors of Monroe county shall annex to the tax rolls warrants under the seal of the board signed by the chairman and clerk of the board, commanding the collectors or receivers of taxes and assessments of each tax district to whom the same is directed, to collect from the several persons named in said tax rolls the several sums mentioned in the last column thereof opposite their respective names on or before the first day of the following February in each year; and further commanding him to pay over on or before the said first day of February;

1. To the supervisor of the town, all the moneys levied therein for the support of highways and bridges, moneys to be expended by the town welfare officer for welfare purposes and moneys to defray any other town expenses or charges.

2. To the treasurer of the county the residue of the moneys so to be collected.

If the law shall direct the taxes levied for any locality for special purposes in a town to be paid to any person or officer other than those named in this section, the warrant shall be varied so as to conform to such direction.

The warrants shall authorize the receivers of taxes and assessments or the collectors of taxes to levy such taxes by distress and sale in case of non-payment. The corrected assessment rolls, or fair copies of the same, shall be delivered by the board of supervisors to the receivers of taxes and assessments or the collectors of tax districts on or before December thirty-first in each year, upon the filing of the undertakings required by law by such receivers of taxes and assessments or collectors.

§ 10. Return by receiver of taxes and assessments or collector of unpaid taxes. Each receiver of taxes and assessments or collector shall, within fifteen days after the expiration of his warrant, make and deliver to the county treasurer an account of unpaid taxes, upon the tax roll annexed to his warrant, which he shall not have been able to collect, verified by his affidavit, that the sums mentioned therein remain unpaid, and upon the verification of the said account by the county treasurer he shall be credited by the county treasurer with the amount of such account. Such return shall be endorsed upon or attached to said roll, and shall, subject to the provisions of this section, be in the form to be prescribed by the state tax commission. The county treasurer of the county of Monroe is hereby authorized to incur and pay for such expenses as he may deem necessary for the examination of collectors' and receivers' returns and descriptions of property to be sold pursuant to this act and the procurement of proper collectors' and receivers' returns and the examinations and procurement of matters and facts as he may deem necessary to make a valid tax sale hereunder, and such expenses shall be a proper county charge.

§ 11. Extension of time for collection. The county treasurer, upon application of the supervisor of any town in Monroe county, may extend the time for collection of taxes remaining unpaid to a day not later than June first, following, provided the collector or receiver shall pay over to the county treasurer all moneys collected by him.

§ 12. Tax rolls and warrants to treasurer of Monroe county; property within the city of Rochester. After the board of supervisors of the county of Monroe has equalized and corrected the annual county assessment rolls of city properties and has inserted therein the county and state taxes levied and assessed by said board said rolls shall be known as the county tax rolls and it shall on or before the thirty-first day of December in each year annex to the tax rolls warrants under the seal of the board signed by the chairman and clerk of the board, commanding the treasurer of the county of Monroe to collect from the several persons named in said rolls the sums mentioned in the last column of each roll opposite their respective names, and authorizing the county treasurer, in case any person named in the rolls refuses or neglects to pay his taxes before the fifteenth day of April next ensuing, to levy the same by distress and sale of goods and chattels of such person. The board of supervisors of the county of Monroe, must, on or before the first day of January next ensuing, deliver said rolls with the warrants annexed to the treasurer of Monroe county.

§ 12-a. Contracts for assistance in collection of taxes. The treasurer of the county of Monroe is hereby authorized and empowered to contract with a bank, subject to the provisions of the general municipal law governing public contracts, for the purpose of assisting the county treasurer in his tax collection duties as prescribed by this act. The contract shall be approved by majority vote of the legislature of the county of Monroe. The provisions of this section shall be deemed to authorize the use of bank personnel without the requirement that they be deputized for the purpose of accepting and processing payments.

§ 13. Notice to pay county taxes on city property. Immediately after receiving such rolls and warrants, the county treasurer must give public notice, by advertisement in at least two daily newspapers printed in the city of Rochester, that all persons named in said rolls are required to pay their taxes to him at his office before the fifteenth day of April, then next, and stating the amount to

be added if payments are delayed, and that in default thereof a warrant will be issued for the collection thereof according to law.

§ 14. Interest for delay in payment of tax. On county and state taxes levied upon property situate within the city of Rochester, New York, and paid after February tenth in each year, the county treasurer shall add and collect on behalf of the county of Monroe, in addition to the amount of any tax levied, interest thereon at the rate of one and one-half per centum for each month and/or fraction thereof thereafter.

On taxes levied upon property situate within the county of Monroe, but not within the city of Rochester, remaining unpaid after February tenth, there shall be added and collected on behalf of the town, in addition to the amount of any tax levied, interest thereon at the rate of one and one-half per centum for each month and/or fraction thereof thereafter. After the return of the tax rolls to the county treasurer by the town collectors or receivers of taxes and assessments, the treasurer shall collect on behalf of the county of Monroe, in addition to any tax levied the same interest as provided above when collected by the town and also further interest at the rate of one and one-half per centum for each month and/or fraction thereof thereafter from the date of the return of the tax rolls to the county treasurer.

§ 14-a. Warrants to treasurer of the city of Rochester; property within the city of Rochester. After the board of supervisors of the county of Monroe has equalized and corrected the county tax rolls of the city of Rochester and has inserted therein the county and state taxes levied and assessed by said board, it shall, on or before the thirty-first day of December in each year, annex to the tax rolls warrants under the seal of the board signed by the chairman and clerk of the board. Said warrants in addition to being directed to the treasurer of the county of Monroe as provided in section twelve hereof, may, also in the discretion of said board, be directed to and command the treasurer of the city of Rochester, or such other person authorized by law to perform the duties of the office of the treasurer of the city of Rochester, to collect from the several persons named in said rolls the sums mentioned in the last column of each roll opposite their respective names on or before the fifteenth day of the following February of each year; and command the city treasurer to daily deposit all moneys received in payment of the aforesaid taxes in a depository designated by the treasurer of the county of Monroe to the account and credit of the county of Monroe, and to take therefor for each day's deposit duplicate deposit slips, one of which shall be retained by him and the other shall on the day following the day of each deposit be delivered to the treasurer of the county of Monroe. In the event the warrants are also directed to the treasurer of the city of Rochester, the board of supervisors of the county of Monroe must, on or before the first day of January next ensuing, deliver said warrants to the treasurer of said city of Rochester. Where the aforesaid warrants are also directed to the city treasurer of the city of Rochester, or such other person authorized by law to perform the duties of that office, the treasurer of the county of Monroe shall nevertheless be authorized, directed and empowered to collect all county taxes upon city property in the same manner as if the warrants are directed to him alone, and shall comply with all the provisions of law pertaining to those conditions.

§ 14-b. Notice to pay county taxes on city property where warrants are also directed to city treasurer of Rochester. Upon receipt of the said warrants directed to the treasurer of the county of Monroe and to him the city treasurer of the city of Rochester must give public notice, by advertisement in at least two daily newspapers printed in the city of Rochester, that all persons named in the tax rolls are required to pay their taxes to him at his office on or before the fifteenth day of the following February.

§ 14-c. Return by the city treasurer. The city treasurer of the city of Rochester, in the event of the receipt of said warrants directed to the treasurer of the county of Monroe and to him, shall immediately after the expiration of his warrant, make and deliver to the county treasurer of Monroe county a return, verified by his affidavit, that he has paid over to the county treasurer or deposited to the credit of the county of Monroe all sums collected by him on account of said tax roll, and upon

the verification of the said return by the county treasurer he shall be credited by the county treasurer with the amount of such return. Such return shall be endorsed upon and attached to said roll and shall, subject to the provisions of this section, be in the form to be prescribed by the state tax commission. The county of Monroe is hereby authorized to incur, and directed to pay to the city of Rochester, such expenses as are necessarily incurred by the city treasurer for equipment, personnel, advertising and other charges incident to the collection of said county taxes; and such expenses shall be a proper county charge. The amount thereof may be fixed by agreement between the county treasurer and the city treasurer.

§ 14-d. Extension of time for collection by city treasurer. The county treasurer, upon the application of the city treasurer of the city of Rochester, in the event the warrants directed to the treasurer of the county of Monroe and to him, have been delivered to him, may extend the time for collection of taxes remaining unpaid to a day not later than June first following, provided the city treasurer shall pay over to the county treasurer all the moneys already collected by him.

§ 14-e. Further notice to pay county taxes on city property. In the event warrants for the collection of county taxes on city property have been directed to the treasurer of the county of Monroe and to the city treasurer of the city of Rochester and the time of the city treasurer of the city of Rochester for the collection of the same has been extended beyond February fifteenth, the said city treasurer must give public notice, by advertisement in at least two daily newspapers printed in the city of Rochester, that all persons named in said rolls are required to pay their taxes to him at his office before such extended date, and stating the amount to be added if payments are delayed, and that in default thereof a warrant will be issued for the collection thereof according to law.

§ 14-f. Interest to be collected by the city treasurer of the city of Rochester for delay in payment of county taxes on property within the city of Rochester. On county and state taxes levied upon property situate within the city of Rochester, New York, and paid after February tenth in each year, the city treasurer of the city of Rochester shall, in the event of receipt of warrants directed to the treasurer of the county of Monroe and to him, add and collect on behalf of the county of Monroe, in addition to the amount of any tax levied, interest thereon at the rate of one and one-half per centum for each month and/or fraction thereof thereafter. The daily collection of all taxes inclusive of interest shall be deposited daily to the credit and account of the county of Monroe by the said city treasurer in a depository designated by the treasurer of the county of Monroe and duplicate deposit slips shall be received therefor. One of said deposit slips shall be retained by the treasurer of the city of Rochester and the other shall be delivered on the day following the day of each deposit to the treasurer of the county of Monroe.

§ 14-g. Payment of taxes in installments. Notwithstanding any of the provisions of this act, the Monroe county legislature may by resolution duly adopted prior to the annual tax levy of any year by two-thirds vote of all members elected to the legislature, determine that, thereafter, until such action be rescinded by such legislature, every tax in excess of one hundred dollars levied pursuant to section seven of this act upon property situate in Monroe county, may be paid in three separate installments, as follows:

The first installment representing fifty per centum of the said tax on or before the tenth day of February in the year in which said tax is payable, without any interest; and provided the first installment shall have been so paid, the second installment of twenty-five per centum of said tax on or before the last day of February in the year said tax is payable with interest of one and one-half per centum of the principal amount so paid; and provided the second installment shall have been so paid, the third installment of twenty-five per centum of said tax on or before the thirty-first day of March in the year said tax is payable with interest of three per centum on the principal amount so paid. One or more such installments may be paid on or before the tenth day of February without interest; and provided one or more such installments shall have been paid on or before the tenth day of February, then and in that event one or more of the remaining installments may be paid on or before the last day of February with interest of one and one-half per cent.

If such resolution be adopted by the county legislature of Monroe county, such taxes thereafter levied therein may be so paid and tax warrants thereafter issued by such legislature to collecting officers for the collection thereof shall in addition to other matters now required by law, so provide. If such resolution be adopted, the notices required to be given by the various collectors of taxes for the towns of Monroe county and for the city of Rochester pursuant to this act and to the tax law of the state of New York, shall in addition to the other matters now required by law, state that payments may be made in installments as provided herein. When the first installment of fifty per centum has been paid by a taxpayer, his failure to complete said installment payments by omission to make timely and appropriate payments of the second and/or third installments shall not subject said taxpayer to the payment of any interest upon the first paid installment, and the unpaid installment or installments shall be paid as one unit with such penalties, charges, interest, and fees as are required by law at the time of such payment. The payment of any installment of tax under the plan herein provided and the failure to complete said installment payments shall not impair the rights of the county of Monroe or any purchaser of a tax sale certificate, on the sale or by assignment from the county of Monroe, to pursue any and all remedies as by law now provided for the collection of the remaining unpaid tax with all interest, fees, charges, and penalties on said unpaid amount.

§ 15. Treasurer to collect unpaid taxes. It shall be the duty of the county treasurer of Monroe county to collect annually all unpaid taxes upon lands in said county levied for state or county purposes in the manner hereinafter provided.

§ 16. Treasurer to pay state taxes. The treasurer of the county of Monroe shall pay the state tax to the department of taxation and finance as provided in the tax law of the state of New York. In case the whole amount of such moneys due the state shall not be collected by the fifteenth day of May in any year, the board of supervisors of said county shall make available funds of the said county, for which purpose the board may advance the said amount out of any funds in the treasury not otherwise appropriated.

§ 17. Treasurer to deliver transcript of imperfectly described lands to board of supervisors. The county treasurer of said county shall examine the accounts or arrears of taxes received from the collectors or receivers of taxes and assessments of the towns and for the city of Rochester, and all taxes so erroneously assessed in form or substance that the collection of the same cannot be enforced, or in case the property on which such taxes are levied is so imperfectly described that the same cannot, in the opinion of the treasurer of said county, be located with certainty, he shall, on or before the fifteenth day of August, following, deliver a transcript thereof to the supervisors of the town in which such property is located, or to the assessors of the city of Rochester, when the property is in the city of Rochester, who shall within thirty days thereafter cause a correct description of lands so imperfectly described to be made and returned to said treasurer.

§ 18. Publication of list of lands charged with unpaid taxes. Charges to be fixed by county legislature. The treasurer of said county shall make a list of the lands charged with such unpaid taxes, which list shall describe such lands by tax account number and assessed owner as both are shown on the tax roll containing such unpaid taxes and which list shall be segregated, grouped and classified by city, town or village, so that all lands affected by such list and lying within each such city, town or village shall be listed under the respective city, town or village, that are unpaid on the first day of August in each and every year, and for thirty days prior to said first day of August, in each and every year, shall cause to be published and printed in the newspapers in said county designated by the county legislature, a notice which shall call the attention of the public and all persons interested, that on the fifteenth day of August of that year, specifying the date, he will publish a list of the lands charged with such unpaid taxes remaining unpaid on said first day of August of that year, and that such list will be published and printed in at least one and not more than two newspapers in said county designated by the county legislature, specifying such newspaper or newspapers, and such list of lands charged with such unpaid taxes shall be

published in such paper or papers on the fifteenth day of August, or on the fourteenth day of August in the event the fifteenth day of August falls on a Sunday, prior to the time of sale, which shall commence on the twentieth day of August in each and every year, together with a notice that a tax sale certificate on each parcel of land, as assessed, will, on the day aforesaid, which shall be specified in such notice and the succeeding days, be sold at public auction in the county treasurer's office in the city of Rochester, New York, to pay such taxes, interest and charges that may be due thereon at the time of the said sale, together with the expenses of procuring description. Should any errors be discovered in the description of the lands so assessed and taxed, the said treasurer may correct the same at any time previous to the sale, and no errors in the printed description in such newspaper or newspapers shall vitiate or in any manner affect the validity of such sale. All expense of printing such list and notices shall be audited and paid out of the treasury of said county. The publishers of said newspaper or newspapers shall immediately after said publication of said list and notice, deliver to the treasurer of said county an affidavit of the due publication thereof, made by some person or persons to whom the fact of such publication shall be known. In the event of failure in any year to include in the publication of said list of lands, any parcel, or parcels, upon which taxes were unpaid on August first of said year, said parcel, or parcels may be included in the published list of the ensuing year, or any subsequent year, with a special notation that said parcel, or parcels, is or are being published and a tax sale certificate therefor will be sold for all unpaid taxes of all past years owing on August first of the year of said publication. The charges to be added to the tax upon each parcel of land for each tax sale certificate to be sold or advertised for sale by virtue of the provisions of this act may be fixed by the county legislature of Monroe county. Before being so determined by said county legislature, said charges shall be as follows: For each tax sale certificate sold, the sum of two dollars which shall be paid into the county treasury; and for each parcel affected by a tax sale certificate sold which is redeemed before the same is sold, the sum of one dollar and fifty cents, which shall be paid into said treasury.

§ 19. Sale of tax sale certificates upon tax delinquent lands. On the days specified in the notice of sale the treasurer shall commence the sale of such tax sale certificates upon such tax delinquent lands, and shall continue the same from day to day, until each tax sale certificate shall be sold at a price sufficient to pay the taxes, interest and charges thereon.

§ 20. Payments and fees. The purchasers at such sale shall pay the amounts of their respective bids to the said treasurer immediately after the sale, and after such payments shall have been made the said treasurer shall add a penalty of ten per centum thereto for the benefit of the said purchasers, and shall give the purchaser of any such tax lien a certificate describing the lands affected, the sum paid and the penalty attached thereto.

§ 21. Proceedings in case purchasers neglect to pay. When any purchaser at such sale shall neglect to pay the amount at the conclusion of any sale of tax sale certificates for taxes, pursuant to this act, it shall be lawful for the said treasurer to cancel such sale, by which all the rights of the said purchaser under such bid shall be extinguished, and issue a tax sale certificate of such sale to any other person who will pay the amount for such certificate which would be payable by the original purchaser, in case the said sale had not been cancelled; or if such certificate cannot be sold he may transfer the same to the county of Monroe, and the certificate issued to such new purchaser or to the county of Monroe shall transfer the same rights that would have been obtained by the successful bidder at the sale had he completed his purchase.

§ 22. Redemption of land from sales of tax sale certificates for unpaid taxes within one year. At any time within one year after the last day of any sale of tax sale certificates for unpaid taxes as aforesaid, any person may redeem any land affected by tax sale certificates sold as aforesaid by paying to the county treasurer, for the use of the purchaser, his heirs or assigns, the sum mentioned in his certificate, with interest thereon at the rate of one and one-half per centum for each month and/or fraction thereof thereafter beginning on the first day of September immediately following such sale until paid.

§ 23. Lien of tax sale purchaser. The owner of any tax sale certificate affecting land in Monroe county heretofore or hereafter sold for Monroe county taxes and any person entitled by law to such tax sale certificate, including the state and the county of Monroe, shall have a lien on such lands affected by a tax sale certificate sold as aforesaid until it is paid, or otherwise satisfied or cancelled as provided by law, for the amount of the purchase money paid, and all interest, fees, penalties and other charges allowed by law, which lien when held by the county of Monroe, shall be superior and prior in law, irrespective of whether the date of the levy of the taxes referred to in said certificate of sale is prior or subsequent in point of time, to all other liens, encumbrances, tax liens, and liens of certificates of sale, upon and against such lands, regardless of whether such liens, encumbrances, tax liens, or liens of certificates of sale, are held by individuals or municipal taxing bodies, or the state of New York, excepting liens for unpaid city taxes and assessments held by the city of Rochester, liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same, and the lien of direct taxes upon the real estate imposed by the state of New York. Such liens shall cease to exist if such lands affected by the tax sale certificate be redeemed from the tax sale, or if the sale be cancelled or set aside, but if any cancellation of sale be set aside, such lien shall be revived.

§ 24. Priorities between Monroe county taxes. Monroe county taxes shall be deemed prior and paramount to each other in the inverse order of their respective dates of levy. The lien of such county taxes due the county of Monroe shall be superior and prior in law, irrespective of whether the dates of the levy of the taxes are prior or subsequent in point of time, to all other liens, tax liens, and liens of certificates of sale, upon and against the lands incumbered, regardless of whether such liens, tax liens, or liens of certificates of sale, are held by individuals or municipal taxing bodies, or the state of New York, excepting liens for unpaid city taxes and assessments held by the city of Rochester, and liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same, and the lien of direct taxes upon the real estate imposed by the state of New York.

§ 24-a. EN Parity of liens as between county of Monroe and villages therein. Taxes and assessments for any one given calendar year represented by tax liens or liens of certificates of sale when held by the county of Monroe, liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same, and the lien of direct taxes upon the real estate imposed by the state of New York, shall be deemed to rank on a parity with one another and such tax liens or certificates of sales representing taxes of different calendar years of the aforesaid tax districts shall be deemed prior and paramount to each other in law in the inverse order of the respective year of each such tax.

§ 24-a. EN Priorities not affected by real property tax law. The provisions of title two of article nine of the real property tax law shall not apply to the county of Monroe nor to any city, town, village, school district or special district within such county, having the power to levy, assess and enforce the collection of taxes or other charges on real property.

§ 25. Conveyances; title conveyed. If such real estate affected by tax sale certificates be not redeemed as hereinbefore provided, the county treasurer of said county shall, upon request, deliver and execute to the purchaser, his heirs or assigns, on behalf of the county of Monroe, upon receipt of payment of all taxes owing and due the county of Monroe, a conveyance of the real estate so affected which, when perfected in the manner hereinafter provided, shall vest in the grantee an absolute estate in fee superior to any other title, tax lien, or certificate of sale or encumbrance, except tax liens for city taxes and assessments held by the city of Rochester, liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same and liens of the state of New York for taxes imposed directly upon the said lands and tax liens or liens of certificates of sale that are prior and paramount in law, and the said treasurer issuing such conveyance shall be entitled to demand and receive from the grantee one dollar as his compensation for preparing such conveyance.

§ 26. Conveyances; regularity. Every such conveyance shall be executed by the treasurer of said county, under his hand and seal, and the execution thereof shall be acknowledged before a proper officer the same as other conveyances of real estate are acknowledged and executed under the laws of this state; and such conveyance shall be conclusive evidence that the sale was regular, unless an action is brought in a court of competent jurisdiction to set aside said conveyance within ninety days after the same is recorded in Monroe county clerk's office.

§ 27. Treasurer to bid in for county in case no person offers to bid full amount owing; tax sale certificates to county of Monroe. The treasurer of the county of Monroe may bid, and in the event no one else does, shall and is presumed to have bid in for the county of Monroe at any sale of tax sale certificates, by virtue of this act, every tax sale certificate by him put up for sale and if the bid of said treasurer shall represent a sum equal to the full amount of the taxes owing with all charges and interest thereon, his bid shall be preferred over that of any other bidder. It shall not be required that the treasurer make certificates of such sales to the county of Monroe but the entry of the transaction in the sales book of the county of Monroe shall be sufficient, excepting that the county treasurer may in his discretion at any time make and execute such certificates of sale to such county of Monroe that said county of Monroe may at any time be possessed of such certificates for any and all purposes as may be necessary or required by law. Such purchases shall be subject to the same right of redemption as purchases by individuals, and if the lands affected by the tax sale certificates sold shall not be redeemed the treasurer shall, when requested, execute and deliver a conveyance thereof to the county of Monroe, or its assigns, upon payment by such assigns of all taxes owing and due the county of Monroe, which shall vest in the county of Monroe as grantee, when perfected in the manner hereinafter provided, an absolute estate in fee superior to any other title, tax lien, lien of certificates of sale, or encumbrance, except tax liens for city taxes and assessments held by the city of Rochester, liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same, and liens of the state of New York for taxes imposed directly upon said lands, and which shall vest in any assign of the county of Monroe, when perfected in the manner hereinafter provided, an absolute estate in fee superior to any other title, tax lien, lien of certificates of sale, or encumbrance, except tax liens for city taxes and assessments held by the city of Rochester, liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same, and liens of the state of New York for taxes imposed directly upon said lands and liens of certificates of sale that are prior or paramount in law.

§ 28. Validation of sales; conclusive evidence tax sale certificate issued. The fact that the books in the county treasurer's office show that tax sale certificates sold for taxes have been purchased by the county of Monroe at any tax sale is, at the expiration of one year from the date of said tax sale, conclusive evidence that said tax sale was regular in all respects and that a certificate of sale was issued to the county of Monroe.

§ 29. Waiver of irregularities unless action brought in ninety days from passage of this act. After any outstanding tax sale certificate heretofore held or hereafter held has or will have remained in force at the expiration of the one year period of redemption herein allowed by law, it shall be conclusive evidence that the sale and proceedings prior thereto, from and including the assessment of the lands, and all notices required by law to be given previous to the expiration of the time allowed for redemption, were regular and regularly given, published and served according to the provisions of all laws directing and requiring the same, or in any manner relating thereto, but all such certificates and the taxes and tax sales on which they are based, shall be subject to cancellation by reason of the payment of such taxes, or by reason of an illegal levy of the same, or by reason of any defect in the proceedings affecting the jurisdiction upon constitutional or other grounds, in an action brought before a competent court therefor, provided such action shall be brought, in the case of all sales heretofore held, where the one year period of redemption allowed by law has expired, within ninety days after the passage of this act, and, in the case of all other sales

heretofore or hereafter held, before the expiration of said one year period of redemption allowed by law; except that, in the case of any sale where the one year period of redemption will not have expired until after the passage of this act but will have expired prior to ninety days from the effective date of this act, then such action must be brought within ninety days after the effective date of this act.

§ 30. Treasurer may assign interest of county. The treasurer may, at any time, sell and assign all the interest of the county of Monroe in any or all certificates owned by the said county of Monroe, either at public or private sale, as to him may seem best for the interest of said county, to any person who shall forthwith pay into the county treasury the amount of the purchase money charged him by the treasurer, and the assignee of such certificates, if the lands therein described be not redeemed, shall be entitled to a deed therefor, which shall have the same effect and become absolute in the same time, and on the performance of the like conditions as in the conveyances under section twenty-seven hereof. Any owner of a certificate of sale, other than the county of Monroe, upon assignment of the same, must forthwith file in the Monroe county treasurer's office a duly executed and acknowledged assignment thereof, and such assignment shall not be otherwise effective, unless so filed, as against any action instituted after the enactment of this law to foreclose the tax, or tax lien, represented by the lien of said certificate of sale, in which action the owner of said certificate of sale, as appears from the records of the Monroe county treasurer's office, is made a party defendant.

§ 30-a. Taxes represented by certificates of sales owned by any person or corporation shall not be marked paid or cancelled by the county treasurer unless said certificates of sales are surrendered to said county treasurer by the legal owner thereof, as appears from the records in said Monroe county treasurer's office.

§ 31. Lien holders may redeem. Any person having an interest in or lien upon premises affected by tax sale certificates sold for taxes, pursuant to the provisions of this act, and remaining unredeemed after the expiration of the one year period prescribed in section twenty-two of this act, may thereafter, and at any time before proceedings are instituted by any purchaser to obtain possession and title of lands affected by tax sale certificates sold for unpaid taxes as provided in section thirty-two hereof, redeem said land by paying into the county treasury such consideration money with the addition of interest at the rate of one and one-half per centum thereon for each month and/or fraction thereof from the date of sale until paid, and the amount that shall have been paid for the deed; and every such redemption shall be as effectual as if made before the expiration of the one year period allowed to redeem the land affected by the tax sale certificate sold. Nothing herein, however, shall be construed as a bar to the right to foreclose the lien of the certificate of sale immediately upon the expiration of the one year period hereinbefore referred to.

§ 32. Proceedings by purchaser to obtain possession and title of lands affected by tax sale certificates sold for unpaid taxes. Within one year after the delivery of the deed, the grantee, his heirs or assigns, upon proof of payment of all tax liens or liens of certificates of sale, owing and due the county of Monroe, shall make application to the county court of Monroe county for an order requiring the parties interested to show cause why he should not have possession of and title to such property; and if such property be incumbered by mortgage which is recorded, or by a judgment which is a lien thereon, or by any other recorded lien, tax lien, or lien of certificate of sale, the court shall cause a written or printed copy of said order to show cause to be served on the person who according to the records in Monroe county clerk's office is the owner of such property and of such mortgage, judgment or other recorded lien, tax lien or certificates of sale, and upon any occupant, stating in substance the sale and conveyance, the person to whom conveyed, the amount of the consideration money mentioned in the conveyance, together with interest at the rate of one and one-half per centum on said amount for each month and/or fraction thereof from the date of sale until paid, and the amount paid for the deed, and for serving all orders required by this section, and that unless such consideration money, together with the aforesaid interest and the

expense of procuring the deed, and the expense of serving said orders to show cause, is paid into the treasury of said county by a person having an interest in or lien upon said land, together with the costs allowed by the court for this proceeding, which amount shall be specified in said order, within three months from the service thereof, the court will declare the title vested in the grantee, subject only to any unpaid tax liens, or liens of certificates of sale that are prior and paramount in law. Said order to show cause shall in every case be served upon the person who according to the records of the Monroe county clerk's office is the owner of said property.

§ 33. Final order declaring title absolute. At any time after the expiration of the three months last aforesaid, unless the premises are redeemed according to the terms and conditions of said order, the county judge or special county judge may by a final order declare the absolute title in fee to the premises vested in the grantee superior to any other title, tax lien, lien or encumbrance, except tax liens for city taxes and assessments held by the city of Rochester, liens for or certificates of sale representing unpaid village taxes and assessments when held and owned by the village levying the same, and liens of the state of New York for taxes imposed directly upon the said lands and all unpaid taxes, tax liens, and liens of certificates of sale that are prior and paramount in law, and that all other persons having any lien upon or interest in said premises shall be from the date thereof, forever barred and cut off from any and all right, title or interest in said property. Whenever title to any real property within the county of Monroe is declared absolute in fee in the county of Monroe, and conveyance to said county of Monroe is recorded as hereinafter provided, all said real property shall be deemed, from the date of such conveyance to the county of Monroe and during the time the said county of Monroe shall continue to be the record owner thereof, to be owned, possessed and held by the said county of Monroe for a public use, and shall have the same exemption from taxation accorded real property of a municipal corporation held for a public use. Such lands so owned and held by the county of Monroe shall not be advertised or sold for nonpayment of any taxes owing to said county of Monroe and levied during the ownership of said county of Monroe, but if said taxes remain unpaid after conveyance of the said lands out of the county of Monroe, said lands may be advertised and sold as omitted property in accordance with the provisions of section eighteen of this act as amended.

§ 34. Final redemption by lien holders. Any person having an interest in or lien upon said premises may, within the three months mentioned in the last preceding section, unless action to foreclose a lien of the certificate of sale has been theretofore commenced, redeem the same by paying into the county treasury the amount stated in the order to show cause; and such redemption shall be as effectual as if made at any time prior to the granting of the said order to show cause.

§ 35. Service of order to show cause. The order to show cause required by section thirty-two of this act shall be served by the sheriff or his deputy personally upon the person who by the records in the Monroe county clerk's office appears to be the owner of the property, the occupant thereof, the owner or owners of the mortgage, judgment or other recorded lien, tax lien or lien of certificate of sale, if any there be, if said owner or owners reside in Monroe county; if not residents of said county, service shall be made on such persons by depositing said order to show cause in the Rochester post office, properly sealed and enclosed in a postpaid wrapper, directed to said person at his last known place of residence. The certificate of the sheriff stating the time, place and manner of such service shall be presented to the county judge or special county judge before the granting of the final order provided for in section thirty-three of this act.

§ 36. When conveyance to be recorded. No conveyance made in pursuance of this act shall be recorded until all notices and orders required by the provisions of this act have been served, and all proceedings required to be taken have been so taken; and the final order required by section thirty-three of this act, and the certificate of the county judge or special county judge stating that all proceedings have been regular, and that all necessary notices have been served, shall be attached to and recorded with such conveyance.

§ 37. Notice and affidavit to be filed. Within one month after the service of the order to show cause required to be served by section thirty-two of this act, a copy of such order to show cause shall in all cases be filed with the county clerk, together with the affidavit of the person making such service, which shall specify the time, place and manner of such service.

§ 38. Sheriff's fees. For serving an order required by the provisions of this act to be served by the sheriff, he shall be entitled to charge and receive of the purchaser or grantee for each such service, if personal, the same compensation to which he is now entitled by law for serving a summons in a civil action; and if served by mail he shall be entitled to a sum not to exceed fifty cents for each such service.

§ 39. When sale to be cancelled. Whenever the county treasurer shall discover, prior to the conveyance of any lands affected by tax sale certificates sold for taxes by virtue of this act, that the sale was for any cause whatever invalid or ineffectual to give title to the lands sold, the lands affected by tax sale certificates so improperly sold shall not be conveyed, but the treasurer shall cancel the sale, and forthwith cause the purchase money and interest thereon to be refunded out of the county treasury to the purchaser, his representatives or assigns.

§ 40. Validation and confirmation of prior assessments, taxes, sales and conveyances. All acts and proceedings had and taken subsequent to April fifth, eighteen hundred and eighty-four by the board of supervisors of the county of Monroe or by any officer or other lawful county authority or agent, or by any board, body, officer, assessor or agent of any city or town in the county, or of any special improvement district in such town or towns created by or pursuant to law, or of any board, body, officer, assessor or agent of any school district in the county not wholly included within a city, with respect to the levy, assessment and collection of taxes, state, county or local, except city taxes, or to any apportionment, assessment or special assessment for any local improvement, the cost of which was or was intended to be paid by local assessment or tax on property in a special improvement district, and all acts and proceedings had and taken by the county treasurer of such county subsequent to April fifth, eighteen hundred and eighty-four, with respect to sales of unpaid taxes, assessments and special assessment in such county, are hereby legalized, ratified and affirmed, notwithstanding any defect, irregularity, omission or lack of lawful authority, unless an action is brought in a court of competent jurisdiction to set aside any such assessment, tax levy, tax sale, act, proceeding or other alleged illegal action within ninety days after the passage of this act.

§ 41. Limiting notices. Notwithstanding the provisions of any other law, general, special or local, and for the purpose of perfecting title by conveyance from the county of Monroe to the owners of the tax sale certificate sold for unpaid Monroe county taxes, no other or further notice to redeem or to start the time to redeem shall be required to be served or given to any owner, occupant, mortgagee, lienor or other interested party, except as provided in this act.

§ 42. Restriction and confinement of invalid clauses. If any clause, sentence, paragraph or part of this act shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

§ 43. Laws repealed. Chapter one hundred seven of the laws of eighteen hundred and eighty-four, chapter seven hundred eighteen of the laws of eighteen hundred and ninety-three, chapter two hundred thirty-four of the laws of nineteen hundred and sixteen, chapter ninety of the laws of nineteen hundred and twenty-two, chapter one hundred seventy-one of the laws of nineteen hundred and thirty-one, chapter four hundred seventy-six of the laws of nineteen hundred and thirty-three and chapter six hundred sixty-three of the laws of nineteen hundred and thirty-three are hereby repealed, and all acts and parts of acts inconsistent with the provisions of this act are hereby repealed so far as respects the county of Monroe; but such repeal shall not revive any act already repealed nor affect any act done or right accrued contingent, inchoate or consummate, or

any suit, proceeding or prosecution had or commenced, or any penalty incurred, previous to the passage of this act.

§ 44. The provisions of the tax law of the state of New York shall not apply to the assessment, levying and collection of taxes in the county of Monroe in respect to any matter specifically provided for herein.

§ 45. This act shall take effect immediately.

§ 46. No decree of judicial settlement shall be made by the surrogate court of Monroe county, without an affidavit that no annual taxes, local assessments, or water rates, are due and owing the county of Monroe from and upon the property of the deceased person, or his estate, unless the county of Monroe has appeared by its legal adviser in such proceeding for judicial settlement; and in such case it is the duty of such surrogate court to direct that the county of Monroe be made a party to any proceeding for judicial settlement.

§ 47. Notwithstanding the provisions of any general, special, or local law, the board of supervisors of the county of Monroe may sell any real property acquired by the county of Monroe through tax sale proceedings upon such terms and conditions as it may indicate, provided said board of supervisors shall have first determined that such property is not needed for county purposes.

§ 48. The designation of the county treasurer of Monroe county as used herein, shall include the director of finance of the county of Monroe, or such other person or officer directed by law to act as county treasurer.

§ 49. Whenever the term "board of supervisors" is referred to in this act, it shall be deemed to mean and refer to the county legislature, such being the county legislative body of the county of Monroe.

APPENDIX B
MONROE COUNTY IN REM TAX FORECLOSURE ACT

Section 1. Short title. This act shall be known as the Monroe county in rem tax foreclosure act.

§ 2. Definitions. When used in this act, unless otherwise expressly stated or unless the context otherwise requires:

(1) "Tax lien" means any unpaid tax, assessment, or other charges imposed on real property by the county of Monroe, which is a lien on real property whether the same be evidenced by a "transfer of tax lien", a "tax sale certificate", a "tax transcript", a "certificate of tax sale" and whether evidenced by a written instrument, or a bookkeeping entry on the sales book of the county of Monroe by virtue of section twenty-seven of the Monroe county tax act.

(2) "Monroe county tax act" means and refers to an act relating to assessment, levy and collection of taxes in Monroe county enacted by chapter four hundred forty-one of the laws of nineteen hundred thirty-eight and all amendments thereto, including any amendment or additions made at the same session of the legislature enacting the within proposed in rem procedure.

(3) "Monroe county tax foreclosure act" means and refers to an act authorizing foreclosure of tax liens in the county of Monroe, as in an action to foreclose a mortgage enacted by chapter four hundred forty of the laws of nineteen hundred thirty-eight and all amendments thereto, including any amendment or additions made at the same session of the legislature enacting the within proposed in rem procedure.

(4) "County" means the county of Monroe.

(5) "Court" means the county court of Monroe County.

(6) "Tax foreclosure attorney" shall mean special counsel now engaged by county of Monroe or hereinafter so engaged to conduct actions to foreclose Monroe county tax liens whether by action in rem or as in an action to foreclose a mortgage, or by any existing statutory provision, and in the absence of such duly engaged counsel, such term shall include and authorize for all purposes of this act the Monroe county attorney or such other person or officer directed by law to act as such county attorney.

(7) "Director of finance" as used herein shall indicate the chief fiscal officer of the county of Monroe and for purposes of this act shall include any deputy director of finance of the county of Monroe, the county treasurer of the county of Monroe, the deputy county treasurer of the county of Monroe, or any other person or officer directed by law to act and perform the duties of such director of finance for the purposes herein required.

(8) "Legislature" means the legislature of the county of Monroe.

(9) "Tax district" means, as used herein, the county of Monroe, all villages within the county of Monroe and the city of Rochester.

(10) "Office of director of finance" or such similar terminology, as used herein, shall mean the chief fiscal office of the county of Monroe and shall also indicate the office of the Monroe county treasurer.

(11) "Eligible owner" means any person having any title in a parcel for which an agreement is to be made pursuant to section six (c) of this act.

§ 3. Applicability of procedure in rem. (1) The provisions of this act shall be applicable only to tax liens owned by the county of Monroe.

(2) The provisions of this act shall not limit or be limited by any existing remedy or procedure for the enforcement or foreclosure of tax liens, provided for by the Monroe county tax foreclosure act or by the Monroe county tax act, or by any other law, but the remedy provided herein for foreclosure by action in rem shall be in addition to such remedy or procedure and to any other remedies or procedures provided by any general or special or local law.

(3) The provisions of this act shall not affect pending actions or proceedings, provided, however, that any pending action or proceeding for the enforcement or foreclosure of tax liens may be

discontinued and a new action may be instituted pursuant to the provisions of this act, in respect to any such tax lien.

§ 4. Jurisdiction. The county court of Monroe county shall have jurisdiction of actions authorized by this act.

§ 5. Additional foreclosure remedy by action in rem. The county is hereby vested with the power to foreclose tax liens held and owned by it against land lying within such county pursuant to the provisions of this act. Whenever it shall appear that the county owns a tax lien, which has been due and unpaid for a period of at least one year from the date on which the tax sale certificate was sold, then the lien of such tax or tax sale certificate and the lien of any other such tax or tax sale certificate owned by the county which has been due and unpaid for any period less than one year from the date each such tax lien or tax sale certificate was sold may be summarily foreclosed by the county in the manner provided by the in rem provisions of this act, as an additional remedy, and notwithstanding the provisions of any general, special, or local law. Ownership by the county of such tax lien, or of such tax sale certificate, or of a transfer of such tax lien, or of any other instrument, or bookkeeping entry evidencing transfer of such tax lien, or certificate of sale, to it shall be conclusive evidence of the fact that the tax, assessment, or other legal charges represented thereby have not been paid to the county, or assigned by it.

§ 6. Certification of tax delinquency. The director of finance shall from time to time file in the office of the clerk of the legislature a list of parcels of property in such county, numbered serially, affected by unpaid tax liens held and owned by the county which on the date of such filing shall have been unpaid for a period of at least one year or more after the date on which the tax lien or tax sale certificate was sold; and shall further furnish to the legislature in such listing all other transcripts of tax delinquencies and other abstracts from the records in his office of such delinquencies affecting the parcels enumerated. The parcels of delinquent real property shown on such list or lists shall be segregated, grouped and classified by city, town or village, so that all real property affected by such list or lists and lying within each such city, town or village, shall be listed under the respective city, town or village. A listing under towns, which includes a village or villages therein, shall be deemed compliance with this provision. The inadvertent failure of the director of finance to include all the parcels in such list, or where more than one list is filed, all such parcels in any of the listings for the designated village, town or city shall not affect the validity of any proceedings brought hereunder. The legislature may thereupon direct that the in rem provisions of this act shall be applied to all or any part of such real property and the delinquent taxes set forth in such transcripts, as listed, and may direct the inclusion of other tax delinquency and tax delinquent property subject to such in rem foreclosure. Such legislature may direct foreclosure, as herein required, by separate and individual action as to each such list against all delinquent parcels separately listed and segregated within any one or more towns or villages of the county or within the city of Rochester, as such lists are prepared pursuant to the provisions hereof; and shall not approve for exclusion from any such separate or segregated list or lists any delinquent parcel therein without the accompanying written request of the director of finance stating the reason therefor. No parcel shall be excluded from any such list for any reason other than the following: (a) that a question has been raised by a person having an interest in such parcel as to the validity of the tax lien affecting such parcel, or (b) that the tax district has instituted proceedings to enforce such tax lien by other existing statutory method or is in the process of instituting such proceedings and it satisfactorily appears that such action can be more acceptably accomplished and completed, for good and sufficient legal reasons, by foreclosure under other statutory method than by in rem proceedings, or (c) that an agreement has been duly made and executed between an eligible owner and the county, by the director of finance, and filed with the director of finance for the payment of such tax liens in installments, on the following terms and conditions: (1) Eligible Owner. An agreement can only be entered into by an eligible owner and only if such owner does not have any title in any other parcel located within the county which is subject to taxation against which there

is an unpaid tax lien unless that parcel is either already subject to an agreement, which is not in default, authorized by this section or will be made subject to such an agreement simultaneously with the making of the agreement which is to serve as the basis for an exclusion pursuant to this section, (2) Tax Delinquency. An agreement can be entered into between an eligible owner and the county at any time after the last day of any sale of tax sale certificates for unpaid taxes as provided by the Monroe county tax act, (3) Term. The term of the agreement cannot exceed eighteen months from the date of the agreement, (4) Payments. Payments shall be made on a monthly basis unless the eligible owner and the county agree to quarterly, semi-annual or annual payments instead of monthly payments, but in no event shall payments be made more frequently than monthly, (5) Prepayments. Prepayments can only be made with the consent of the county and only in an amount equal to at least one installment sum, or any multiple thereof, and only at the time an installment payment is due, (6) Interest. Interest shall be computed on all unpaid tax liens at the rate of one and one-half per centum for each month and/or fraction thereof through the last installment payment date, (7) Downpayment. A downpayment in an amount equal to at least twenty-five per centum of the combined sum of the unpaid tax liens and interest, as calculated in accordance with subparagraph (6) hereof, shall be paid on the date of the agreement, (8) Balance. The balance due under the agreement, after deducting the downpayment from the total combined sum of the unpaid tax liens and interest, shall be paid, as nearly as possible, in equal amounts on each payment due date. This amount shall be determined by dividing the balance by the number of required installment payments, (9) Payment Due Date. Each installment shall be due on the same calendar date as the agreement date, (10) Late Charge. If the county has not received the full amount of any installment payment by the end of fifteen calendar days after the payment due date, the eligible owner shall pay a late charge to the county. The amount of the late charge shall be five percent of the overdue payment of principal and interest, (11) Default. The eligible owner shall be deemed to be in default of the agreement upon the happening of any of the following events: (a) any installment payment is not made within thirty days from the payment due date; (b) any current county tax, assessment, fee or charge is not paid when due, that is, the last date on which the net bill can be paid without interest and/or penalty; (c) the subject parcel is sold and the new owner does not obtain an assignment of the agreement; (d) the eligible owner is in default of another agreement made and executed pursuant to this section. In the event of a default, the county shall have the right to require the entire unpaid balance, with interest and late charges, to be paid in full. The county shall also have the right to elect to institute either in personam or in rem tax foreclosure proceedings solely on the basis of the remaining unpaid tax liens, (12) Current Taxes, Assessments, Fees and Charges. The eligible owner shall pay when due all current taxes, assessments, fees and charges of the county which become due during the term of the agreement, (13) Sale of Parcel. If the subject parcel is sold or otherwise conveyed during the term of the agreement, the balance due under the agreement shall be immediately due and payable unless the new owner applies for and obtains an assignment of the agreement from the county, (14) Assignment of Agreement. The agreement shall not be assignable unless the county approves such assignment in writing. The county shall have the right to refuse approval of the assignment for any reason, (15) Non-Waiver. Even if, at a time when the eligible owner is in default, the county does not either require the eligible owner to immediately pay in full as described in subparagraph (11) hereof, or elect to institute tax foreclosure proceedings, the county shall still have the right to do so if, at a later time, the eligible owner is in default again, (16) Other Terms and Conditions. The director of finance is authorized to make any other terms and conditions, as he deems appropriate, consistent with the provisions of this section, or (d) that such tax lien affects a parcel which is either a known or suspected hazardous waste site. The approval of such exclusion by the legislature shall be by resolution recorded in its minutes stating the reasons therefor. Such request for exclusion of any parcel or parcels shall be by separate listing and in the event any such request is denied, such parcel shall then be added to the original list from which it was omitted and at the end thereof so as

not to interrupt the continuity of serial numbering. The legislature shall direct the tax foreclosure attorney in said county to conduct and consummate any foreclosure proceedings in rem.EN

§ 7. Preparation of list of tax delinquent properties. The tax foreclosure attorney shall prepare a list or lists to be known and designated in each instance, "A list of delinquent taxes and properties", and the parcels of real property affected thereby and set forth therein shall be numbered serially. Such list or lists shall each bear the following caption which shall be regarded as the title of the in rem foreclosure hereunder:

"State of New York, County Court, Monroe County. In the matter of the foreclosure of tax liens by the County of Monroe in the (insert in blank space the name or names of the city, town or village described in such list or lists) pursuant to the provisions of the Monroe county in rem foreclosure act and the resolution of the legislature designated as Resolution No. of" As to each parcel of real property affected, each such list shall contain:

(1) A brief description thereof sufficient to identify the same. Such description shall be deemed sufficient when it states, as to subdivision lots, the subdivision lot number and the map reference of the subdivision as filed in the county clerk's office; as to all other parcels the description as it appears on the latest tax roll in the office of the director of finance. The account number, if available, shall be indicated. If such lot or parcel is assessed upon an approved tax map, it shall be identified and described as indicated thereon.

(2) The name of the last owner as the same appears on the latest tax roll in the office of the director of finance, or a statement that the owner is unknown, if such be the case.

(3) A statement of the amount of each tax lien or tax sale certificate unpaid and owned by the county for a period of at least one year or more from the date on which such tax lien or tax sale certificate was sold, including tax liens or liens of tax sale certificates which shall have been due and unpaid for any period less than one year from the date on which each said tax lien or tax sale certificate was sold, together with the account number, if any, year of sale of each such tax lien or tax sale certificate and the date or dates from which and the rate or rates at which interest and penalties are to be added as to each such tax lien or tax sale certificate.

(4) The name and address of any owner or assignee other than the county of any unredeemed tax lien certificate acquired upon the annual sale of lands for unpaid taxes or by assignment thereafter. Such owner or assignee shall be known as a claimant.

§ 8. Verification of list and filing thereof. Each such list shall be verified by the affidavit of the director of finance and shall thereupon be filed in the county clerk's office by the tax foreclosure attorney. Certified copies of such lists shall be filed by the said tax foreclosure attorney in the office of the director of finance and in the office of each tax collector, receiver of taxes and assessments, or treasurer or other tax collection agency of the respective town, city or village in which such listed real property is located.

§ 9. Effect of filing list. The filing of such list of delinquent taxes and properties in the office of the county clerk shall constitute and have the same force and effect and shall be deemed to give the same notice of such foreclosure proceeding as the filing and recording in said clerk's office of an individual notice of pendency of a tax foreclosure action and of the filing in the county court of a separate and individual complaint by the county against the real property therein described, to enforce the payment of the delinquent taxes, assessments, or other lawful charges which have accumulated and have become liens against such property and which remain unpaid on said tax rolls in the office of the director of finance.

§ 10. Withdrawal of parcels from foreclosure. The director of finance may at any time prior to final judgment withdraw any parcel from a proceeding under this act with the approval by resolution of the legislature stating the reason therefor. No parcel shall be withdrawn from such proceeding excepting for one of the reasons set forth in section six hereof as a reason for exclusion of a parcel from a list of delinquent taxes and properties to be filed. Upon such withdrawal the tax liens and liens of tax sale certificates on or of any parcel so withdrawn shall be and remain the same as if no

action had been instituted and the director of finance shall issue a certificate of withdrawal which shall be filed with the county clerk who shall note the word "withdrawn" and the date of such filing opposite the description of such parcel on the list. Such certificate may include one or more parcels appearing on any list. Such certificate shall operate to cancel the notice of pendency of action with respect to any and every such parcel.

§ 11. Duty of the county clerk. The county clerk shall index such list in a separate book kept for that purpose to the name of the county of Monroe and the filing and indexing of such list shall constitute due filing, recording and indexing of the notice of pendency as to each parcel of property notwithstanding and in lieu of the provisions of any other law.

§ 12. Redemption or answer. Each person or any tax district described, other than the county of Monroe, having any right, title, or interest in, or lien upon any parcel described in such list of delinquent taxes and properties may redeem such parcel either by paying or, if such person qualifies, by entering into an agreement, pursuant to section six(c) of this act, which, notwithstanding section ten of this act, need not be approved by resolution of the legislature, to pay the amount of all unpaid tax liens thereon, with interest and penalties, and the costs, allowances and disbursements of the action, together, with the expenses of the proceedings to sell, if any, allocated against such parcel, before the expiration of the redemption period mentioned in the notice published pursuant to section fourteen of this act; or he may serve a duly verified answer upon the tax foreclosure attorney, setting forth in detail the nature and amount of his interest and any defense or objections to the foreclosure of the tax lien. The caption of such answer shall contain a reference to the serial number, or numbers of the parcels involved. Such answer must be filed in the office of the county clerk and served on the tax foreclosure attorney within twenty days after the date mentioned in the notice, published pursuant to section fourteen of this act, as the last day for redemption. In the event of failure to redeem or answer by any person having the right to redeem or answer, such person shall be in default and shall be barred forever and foreclosed of all his right, title, and interest in, and lien upon the parcels described in such list of delinquent taxes and properties and a judgment in foreclosure shall be taken as herein provided.EN

§ 13. Redemption and filing certificate thereof. Upon redemption, as permitted by this act, the person redeeming shall be entitled to a certificate thereof from the director of finance, describing the property in the same manner as it is described in such list of delinquent taxes and properties. Upon the filing of such certificate of redemption with the county clerk, the county clerk shall note either the word "redeemed" or the words "redeemed by agreement" and the date of such filing opposite the description of said parcel on such list. Such notation shall operate to cancel the notice of pendency with respect to such parcel.

§ 14. Public notice of foreclosure. Upon the filing of such list in the office of the county clerk, the tax foreclosure attorney shall forthwith cause a notice of foreclosure to be published at least once a week for six successive weeks in two newspapers designated by him and published within the county of Monroe. Such notice shall be in substantially the following form:

"State of New York, County Court, County of Monroe Notice of Foreclosure of Tax Liens by the County of Monroe in the by Action in Rem. (Insert in blank space the name or names of the city, town or village described in such list or lists) Foreclosure authorized by Resolution No. of 19.... List of tax delinquent properties referred to herein was filed in Monroe County Clerk's Office on the day if , 19....

Please take notice that on the day of , the county of Monroe pursuant to law filed with the clerk of Monroe county a list of parcels of property affected by unpaid tax liens held and owned by said county of Monroe which on such date had been due and unpaid for a period of at least one year after the date on which such unpaid tax liens were sold. Such list contains as to each such parcel (a) a brief description of the property affected by each tax lien, (b) the name of the last known owner of such property as the same appears on the latest tax roll in the hands of the director of finance, or a statement that the owner is unknown if such be the case, (c) a statement of

such tax liens upon such parcel of property including such tax lien and tax sale certificates owned by the county of Monroe which shall have been due for less than one year after the date on which such unpaid tax liens were sold, together with the date or dates from which and the rate or rates at which interest and penalties shall be computed as to each such tax lien or tax sale certificate, (d) the name and address of any owner or assignee other than the county of Monroe of any unredeemed tax lien certificate, described as a claimant.

All persons having or claiming to have an interest in the real property described in such list of delinquent taxes and properties are hereby notified that the filing of such list constitutes the commencement by said county of Monroe of an action in the county court of Monroe county to foreclose the tax liens therein described by a foreclosure proceeding in rem and that such list constitutes a notice of the pendency of action and a complaint by the said county of Monroe against each piece or parcel of land therein described to enforce the payment of such tax liens. Such action is brought against the real property only and is to foreclose the tax liens described in such list.

No personal judgment shall be entered herein against any owner for such taxes, assessments or other legal charges or any part thereof.

This notice is directed to all persons having or claiming to have an interest in the real property described in such list of delinquent taxes and properties and such persons are hereby notified further that a certified copy of such list of delinquent taxes and properties has been filed in the office of the director of finance and in the respective offices of each tax collector, receiver of taxes and assessments, or treasurer or other tax collection agency of the respective town, city or village in which such listed real property is located, and will remain open for public inspection up to and including the day of , (here insert a date at least seven weeks from the date of the first publication of this notice) which date is hereby fixed as the last day for redemption.

And take further notice that any person having or claiming to have an interest in any such parcel of real property and the legal right thereto may on or before said date redeem the same either by paying to the said director of finance or, if such person qualifies, by entering into an agreement with the said director of finance, pursuant to paragraph (c) of section six of this act, to pay the amount of all such unpaid tax liens thereon and in addition thereto all interest and penalties which are a lien against such real property computed to and including the date of redemption and the costs, allowances and disbursements of the action -- together with the expenses of the proceedings to sell, if any, allocated against such parcel.EN

In the event that such taxes are paid by a person holding a lien of record against such property, the person so paying shall be entitled to have the tax liens affected thereby satisfied of record or to receive an assignment of such tax liens evidenced by a proper written instrument.

Any person having any right, title or interest in or lien upon any parcel of real property described in such list of delinquent taxes and properties may serve a duly verified answer upon the tax foreclosure attorney setting forth in detail the nature and amount of his interest and any defense or objection to the foreclosure. Such answer must be filed in the office of the county clerk and served upon the tax foreclosure attorney within twenty days after the date above mentioned as the last day for redemption. In the event of failure to redeem or answer by any person having the right to redeem or answer, such person shall be forever barred and foreclosed of all his right, title, interest and equity of redemption in and to the parcel of real property described in such list of delinquent taxes and properties and a judgment in foreclosure may be taken by default.

Take further notice that the ownership by the county of the tax liens and tax sale certificates set forth on such list of delinquent taxes and properties is conclusive evidence of the fact that the taxes, assessments or other legal charges represented thereby have not been paid to the county of assigned by it.

Please be further advised that it is also the purpose of this notice to determine if any person having any right, title or interest in or lien upon any parcel of real property described in the aforesaid list of delinquent taxes and properties is in the military service of the United States, or of

the state of New York; and request is made that any knowledge or information relating to such military service and interest, if any, be transmitted to the undersigned tax foreclosure attorney for the county of Monroe.

Director of Finance

County Attorney

Tax Foreclosure Attorney
for County of Monroe,
Counsel (Address).

§ 15. Posting copy of public notice of foreclosure. On or before the date of the first publication of the notice above set forth, a copy of such notice shall be posted in the office of the director of finance and in the County Office Building and also in three other conspicuous places within each city, town or village in which the real property affected by such proceeding is situated.

§ 16. Notice to owner, mortgagee, lienor or claimant. (1) At any time after the enactment of this act, any owner of real property in the county, any mortgagee thereof or any person having a lien or claim thereon or interest therein may file with the director of finance a notice stating his name, residence, and post office address and a description of the parcel or parcels in which such person has an interest, which notice shall continue in effect for the purposes of this section for a period of five years, unless earlier cancelled by such person.

(2) After the completion and filing of the list or lists of delinquent taxes and properties, as herein provided, and after posting of the public notice of foreclosure described in sections fourteen and fifteen hereof, the tax foreclosure attorney shall mail to each such person at the address given and filed pursuant to subdivision (1) above, or in the absence of such filing at the last known address of such owner, lienor, mortgagee or claimant as the same appears upon the current tax rolls or the records in the office of the director of finance, a copy of such public notice of foreclosure. There shall be inserted with or annexed to such notice a statement or notice substantially as follows:

"To the party to whom the enclosed notice is addressed:

You are the presumptive owner, mortgagee, lienor or claimant of an interest in one or more of the parcels mentioned and described in the list or lists referred to in the enclosed public notice of foreclosure.

Unless the taxes or assessments or other legal charges are paid, or answer is interposed, as provided by statute, such premises will be sold at tax foreclosure sale as provided by the in rem provisions of the Monroe county tax foreclosure act.

If you are in the military service of the United States, or of the State of New York, or if anyone else within your knowledge or information is in such military service, and you are, or he is, the owner of any right, title or interest or lien upon any parcel of real property described in the aforesaid list or lists, will you kindly advise the undersigned Tax Foreclosure Attorney for the County of Monroe.

Director of Finance

County Attorney

Tax Foreclosure Attorney
for County of Monroe,
Counsel (Address)."

(3) If the name or address of such owner, mortgagee, lienor or claimant does not in any manner indicated herein appear upon the current tax rolls or in the records of the office of the director of finance, such mailing shall be dispensed with and an affidavit establishing the absence of such

name or address shall be made and filed in the office of the county clerk as a part of the judgment roll in any such in rem foreclosure action.

(4) The failure of the tax foreclosure attorney to mail such notices as provided herein shall not affect the validity of any proceeding brought pursuant to the in rem provisions of this act.

§ 17. Filing of affidavits. Proof of filing, publication, posting, mailing or other acts required by the in rem provisions of this act shall be made by affidavit of the person or persons performing the same and shall be filed in the office of the county clerk and shall, together with all other documents required by the in rem provisions of this act to be filed in the office of such county clerk constitute and become a part of the judgment roll in such in rem foreclosure action.

§ 18. Trial of issues. If a duly verified answer be served upon the tax foreclosure attorney within the period mentioned in the notice published pursuant to section fourteen of this act, the court shall summarily hear and determine the issues raised by the complaint and answer in the same manner and under the same rules as it hears and determines other actions, except as herein otherwise provided.

§ 19. Severance and preference for trial of issues. Whenever an answer is interposed, as herein provided, the answering defendant shall have an absolute right to a severance of the action as to any parcel or parcels of land in which he has pleaded an interest, upon written demand therefor filed with or made a part of his answer. The county may, as of right, procure a severance as to such parcel or parcels upon order with or without notice to the answering defendant. Any action brought pursuant to the in rem provisions of this act shall be given preference over all other causes and actions.

§ 20. Presumption of validity; burden of proof. It shall not be necessary for the county to plead or prove any act, proceeding, notice or action preceding the delivery of such tax sale certificates, nor to establish the validity of the tax lien, represented or transferred by such tax sale certificate. If a party or person in interest in any such action or proceeding shall claim that any tax lien or tax sale certificate is irregular or invalid or that there is any defect therein or that any transfer or issuance of any tax sale certificate is irregular or invalid, such invalidity, irregularity or defect must be specifically pleaded or set forth and must be established affirmatively by the party or person pleading or setting forth the same, and in any such action or proceeding the transcript of the director of finance and his certificate thereof shall be presumptive evidence of the legality of the taxes and assessments therein described and of the regularity of all proceedings required by law to be taken.

§ 21. Final judgment. (1) Determination by court of rights of parties; right of county to purchase on sale. The court shall have full power to determine and enforce in all respects the priorities, rights, claims and demands of the several parties to such action, as the same shall exist according to law, including the priorities, rights, claims and demands of the defendants as between themselves, and to direct the sale of such lands and the distribution or other disposition of the proceeds of such sale. The order of priorities established by such judgment shall in all cases be in conformity with the provisions of section twenty-seven of this act relating to priorities. The court shall further determine upon proof by affidavit or otherwise whether there has been due compliance by the county with the in rem provisions of this act and shall make its findings upon such proof. The president, clerk or deputy clerk of the legislature may bid for and purchase in the name of the county upon such sales under judgment in actions in rem to foreclose tax liens or liens of certificates of sale of county taxes. All real property hereafter conveyed to the county, pursuant to a judgment in any action brought, as herein provided, for the foreclosure of taxes, tax liens, and liens of certificates of sale in the county by action in rem, shall be deemed, from the date of such conveyance to the county and during the time the said county shall continue to be the record owner thereof, to be owned, possessed and held by said county for a public use and shall have the same exemptions from taxation accorded the real property of a municipal corporation held for a public use. The sale directed by the court shall be at public auction by the referee appointed to conduct

the same; and the conduct of such sale, the public notice thereof, the description of the parcel to be conveyed and the manner and effect of said conveyance shall be as herein provided by this act.

(2) Distribution of proceeds of sale. After payment of all lawful costs, allowances and disbursements, the county and all other parties who are owners or holders of any liens on or interests in the lands, evidenced by tax liens or liens of certificates of sale or otherwise shall be paid from the proceeds of the sale the several amounts of their respective liens and interests to which they may be entitled, so far as the said proceeds shall suffice to pay the same in the order of the lawful priority of such liens and interests of the respective parties on or in the lands, as the same may be determined in said action.

(3) Cancellation of county taxes; offset of county tax liens against bid. All taxes due the county that are liens upon the property sold prior to the final judgment in any tax foreclosure action provided for by this act and any lien or liens including tax liens of any interested party or parties to the action shall be cancelled and the final judgment in said tax foreclosure action shall so provide, and the delivery of a certified copy of said final judgment to the director of finance shall be authority for him to cancel said taxes on the books in his office. Said final judgment shall further provide that in the event the county shall become the purchaser of any or all of the premises at the public sale herein below described, said referee shall not require the county to pay in cash the entire amount bid at such sale, but said referee shall execute and deliver to said county a deed of the premises sold and shall set off against and deduct from the amount of said bid of said county the costs of the action as allowed by this act and the amount of the tax liens owing to said county with interest and penalties thereon to the extent of said bid, all of which shall be allowed to the county and applied by the referee accordingly.

(4) Any provision herein to the contrary notwithstanding, no tax, tax lien, or lien of certificate of sale, shall be deemed cancelled or satisfied as against the interest in the premises of a necessary party to any action to foreclose said tax, tax lien, or lien of certificate of sale upon said premises omitted from said original foreclosure action or whose property interest therein was insufficiently described, and further or additional foreclosure proceedings may at any time be instituted by the purchaser at the judicial sale, or any successor in interest to him against said necessary party by virtue of said unpaid tax, tax lien, or lien of certificate of sale. If such tax, tax lien or lien of certificate of sale by the terms of sale and judgment of foreclosure has been cancelled or satisfied, as herein provided, it shall nevertheless be deemed revived and existent and owned by said purchaser at the judicial sale, or his successor in interest for the purpose of such further foreclosure against said necessary party as herein provided and as provided by the provisions of the Monroe county tax foreclosure act. So much of section three hundred and seventeen of the civil practice law and rules as requires the court to allow a defendant to defend an action after final judgment, does not apply to an action to foreclose a tax lien under the provisions of this act.

§ 22. Reinstatement of right of redemption. When actions to foreclose by proceedings in rem, pursuant to this act, have been commenced and have proceeded to final judgment pursuant to section twenty-one hereof, the right of redemption, otherwise barred by any provision of this act, on the part of each person or any tax district described, other than the county of Monroe, having any right, title or interest in or lien upon any parcel included in said final judgment, shall be thereupon reinstated and shall continue until noon of the day preceding the date of the commencement of the sale at public auction, pursuant to the final judgment in said foreclosure action, either upon payment of, or, if such person qualifies, upon entering an agreement pursuant to section six(c) of this act, which, notwithstanding section ten of this act, need not be approved by resolution of the legislature, to pay the full amount of all delinquent taxes and liens of tax sale certificates charged against and owing upon said premises, as appears from the list of delinquent taxes and properties filed in the county clerk's office pursuant to subdivision seven of this act, with interest and penalties calculated thereon and all subsequently accrued tax liens or liens of certificates of sale owing thereon and remaining unpaid with interest and penalties, as provided by law, with

apportioned costs, allowances and disbursements up to and including the time of said redemption.EN

§ 23. Costs, allowances, and disbursements. The county in any such action authorized by this act shall be entitled to recover from the premises foreclosed the actual and necessary disbursements made in such action, all statutory costs and allowances provided by the civil practice law and rules in the cases of foreclosures of mortgages on real property by action and, in addition thereto, the sum of one hundred dollars shall be allowed against each parcel for payment of the services rendered by the tax foreclosure attorney in carrying out the terms of this act.EN

§ 24. Tax districts may agree on conveyance. Notwithstanding the provisions of any general, special or local law to the contrary, the county and the city of Rochester and villages located within such county may, pursuant to resolution of their respective governing bodies, enter into agreements with each other with respect to any parcel of property which is the subject of any tax foreclosure proceeding under this act and upon which they respectively own tax liens, pursuant to which such county, city or village may acquire the title to such real property at foreclosure sale and hold the same for the benefit of itself and/or the other tax districts and provide, if necessary, for the disposition of the proceeds of a resale of such property so acquired upon terms established by such agreement.

§ 25. Publication and posting of notice of sale. Appointment of referee. The sale directed by the court shall be at public auction under the direction of the director of finance or a deputy director of finance who shall be designated by the court both by name and official capacity to act as referee thereat. Public notice thereof shall be given once a week for three successive weeks in a newspaper published daily or weekly in the county of Monroe and such sale shall take place on any day on or after the twenty-first day and on or before the twenty-eighth day after the day of the first publication. Notice of such sale shall also be given by posting a copy of the notice of sale on or before the date of the first publication thereof in three conspicuous places within each city, town or village in which the real property affected is located; and if the sale is to be held in another city, town or village in three conspicuous places therein. On the day specified in the notice of sale, the referee appointed shall commence such sale and shall continue the same, if required, from day to day, excepting and omitting Saturdays, Sundays and public or legal holidays, until so much of each parcel shall be sold as will be sufficient to pay the amount due thereon. If the referee so appointed, by reason of absence, resignation or any other incapacity, is unable to attend, conduct or complete said sale, the court may upon ex parte application of the county appoint in his place and stead any other deputy director of finance to perform or complete the services of and act as such referee. The referee so named and acting as such shall receive no fee or compensation for his services as such referee. The description of the parcel of land offered for sale in such notice shall be that contained in the list of delinquent taxes and properties or such other description of such parcel as the court in its judgment may direct. All of the provisions of section eight-a of the Monroe county tax act shall apply to this proceeding as though fully herein set forth.

§ 26. Deed description as directed by court. The judgment of foreclosure and sale pursuant to the in rem provisions of this act shall direct the name referee, or the named person and official designated in his place and stead as such referee, to execute and deliver to the purchaser a deed conveying title to the parcel or parcels affected by such judgment and sold at such sale. The description used in such deed shall be that contained in the list of delinquent taxes and properties or such other description as the court in its judgment may direct.

§ 27. Priority and parity of tax liens. The priorities between Monroe county tax liens, the superiority and priority of the same, when owned and held by the county of Monroe to all other liens, encumbrances, tax liens, and liens of certificates of sales held by individuals or other municipal taxing bodies, excepting liens for unpaid city taxes and assessments held by the city of Rochester, liens for, or certificates of sale when held and owned by the villages levying the same, and the liens of direct taxes upon the real estate imposed by the state of New York, and the parity of

such tax liens between the county of Monroe and the villages therein shall be in conformity with the provisions of sections twenty-four and twenty-four-a of the Monroe county tax act and sections three and three-a of the Monroe county tax foreclosure act relating to priority and parity of such tax liens, and such sections of the said Monroe county tax act and Monroe county tax foreclosure act shall apply to the in rem procedure of this act as though fully herein again set forth.

§ 28. Conveyance --effect of same. Such conveyance shall vest full and complete title unless it shall be made subject to tax liens pursuant to agreement as in section twenty-four herein provided. Upon the execution and recording of such deed the grantee shall be seized of an estate in fee simple absolute unless expressly made subject to the tax liens of the county or the city of Rochester or a village as herein provided; and all persons including the state, infants, incompetents, absentees and nonresidents, persons in prison and all other persons or corporations whether under disability or not, who may have had any right, title, interest, claim, lien or equity of redemption in, to or upon such parcel of land shall be forever barred and foreclosed of all such right, title, interest, claim, lien or equity of redemption.

§ 29. Conclusive presumption of deed; limitation. Every deed given pursuant to this act shall be presumptive evidence that the action and all proceedings therein and all proceedings prior thereto from and including the assessment of the lands affected and all notices required by law were regular and in accordance with all the provisions of law relating thereto. After two years from the date of the record of such deed, the presumption shall become conclusive. No action to set aside such deed may be maintained unless the action is commenced and a notice of pendency thereof filed in the office of the clerk of the county prior to the time that the presumption becomes conclusive as aforesaid.

§ 30. Report of sale and confirmation thereof not required. Notwithstanding the provisions of any general, special or local law to the contrary, it shall not be necessary for the referee appointed to make a report of his proceedings as such referee; nor shall it be necessary for the court to confirm by order or otherwise the proceedings of such referee. In the event that any such sale shall result in a surplus as to any piece or parcel of land offered at such sale, such appointed referee shall report the fact of such surplus to the court which shall direct the said referee to deposit such surplus in trust with the office of the director of finance for the benefit of any or all parties who may be justly entitled to all or any part of such surplus monies. The date of entry of such last described order of the court may be deemed to be the date of confirmation of said referee's report under the provisions of sections thirteen hundred fifty-one, thirteen hundred fifty-two, thirteen hundred fifty-four, thirteen hundred fifty-five, thirteen hundred sixty-one and thirteen hundred sixty-two of the real property actions and proceedings law for the purposes of institution of surplus monies proceedings pursuant to the same. All of the provisions of the abandoned property law shall apply to such surplus excepting that payment of the abandoned surplus, after the prescribed proceedings, shall be made to the county of Monroe and not to the state comptroller.

§ 31. Deed in lieu of foreclosure. The county when authorized by resolution of the legislature, may under the conditions of such authorization, and in lieu of prosecuting an action to foreclose a tax lien on any parcel of real property pursuant to this act, accept a conveyance of the interest of any person having any right, title, interest, claim, lien or equity of redemption in or to such parcel.

§ 32. Sales by the county. Notwithstanding the provisions of any general, special or local law, the legislature may sell any real property acquired by the county of Monroe through tax foreclosure proceedings in rem upon such terms and conditions as it may indicate, in the same manner and with the same rights and privileges as if owned by an individual, if such sale is approved by a majority vote of said body; provided said legislature by similar majority vote shall have first determined that such property is not needed for county purposes. Conveyance in such event shall be by bargain and sale deed. Such sales by the county, however, shall be further limited by the provisions of section thirty-three of this act relating to application for conveyance as set forth therein.

§ 33. Application for conveyance from the county of its right and interest to land, real estate, or real property acquired and foreclosed through actions in rem. (1) The legislature may in its discretion grant, convey and release all of the right, title and interest of the county in any lands, real estate or real property hereinafter acquired by the county by virtue of an action in rem brought pursuant to provisions of this act to any person, association or corporation, who or which, on the date of the filing of the list of delinquent taxes in such action pursuant to section eight of this act, had been vested with the title thereto, provided, however, despite timely application as hereinafter described, no such grant, conveyance, transfer or release may be made of any such lands, real property, or real estate or any portion thereof, which the legislature has assigned or set aside, or does so assign or set aside, either prior or subsequent to such application, for the use of the county, city of Rochester, or any town or village within the said county, and provided further that the grantee by such grant, conveyance, transfer, or release, whenever consummated, shall receive thereby the title which was vested in the owner on said date of the filing of the list of delinquent taxes as aforesaid, subject to any and all liens, tax liens, and encumbrances and any and all defects which existed on said date.

(2) Such person, association, or corporation owning such title, as described in subparagraph (1) above, may apply in writing to said legislature for such grant, conveyance, transfer, or release within four months after the date of such acquisition of such land, real property or real estate by said county.

(3) After the effective date of this section and during the provisions of time provided by the same the said legislature shall not sell such land, real estate, or real property to anyone other than the one entitled to apply for a grant, conveyance, transfer, or release as herein provided, but this prohibition or limitation shall not operate or be construed to deny the right of the legislature to assign or set aside at any time, such lands, real property, or real estate, or any portion thereof, for the use of the county, the city of Rochester, or any town or village within said county.

(4) Any application made pursuant to the provisions of this section shall be made in writing and shall be verified. It shall contain a statement of the identity and interest of the applicant and a full description of the land, real property, or real estate, and shall be accompanied by a certificate, search, or abstract of title, issued and certified by any title insurance, abstract or searching company, organized and doing business under the laws of this state, attesting that the applicant for such grant, conveyance, transfer, or release, was on said date of the filing of the list of such delinquent taxes such owner of the premises described.

(5) In the event the ownership interest of the applicant was on the date of the filing of such list of delinquent taxes derived through previous death or deaths of the record owner, at or before such date, or was acquired by such death or deaths of such record owner after said date of filing of such list of delinquent taxes, and within the time limitations of this section, and such derived ownership interest shall not appear of record, proof of such facts as shall be necessary to attest to the derivation of such estate shall be made by affidavit of the applicant and/or other person or persons having information relating thereto. Such certificates, searches, abstracts and affidavits shall be transmitted by such legislature to the tax foreclosure attorney for said county, who shall examine them and report to such legislature upon the sufficiency of the same relating to compliance with the provisions of this section.

(6) Upon timely conformance by the applicant with all the preceding provisions and limitations of this section and upon the approval of all required evidence of title ownership by the tax foreclosure attorney, the legislature shall cause to be prepared, executed and delivered to such applicant a grant, conveyance, transfer or release of the right, title and interest of the county in and to such lands, real estate or real property provided only that the title which said applicant shall receive thereby shall not be free from any and all liens, tax liens, encumbrances or other defects which existed on said date of the filing of said list of delinquent taxes, and upon the delivery of such grant, conveyance, transfer or release, such liens, tax liens, encumbrances or defects shall thereupon re-

attach in the manner as if the foreclosure in rem by which the county acquired title to said premises had not occurred. Such grant, conveyance, transfer or release shall be executed by the county manager of Monroe county upon approval of the form of the same by the county attorney for said county and county manager.

(7) Such grant, conveyance, transfer or release shall be delivered to the applicant upon payment by him as to each parcel so conveyed of the following sums of money:

a. The principal amount due on all delinquent tax liens appearing on the list of delinquent taxes upon which the judgment of foreclosure was based with interest and penalties at the rates appearing on said list to the date of payment.

b. The principal amount due on all unpaid taxes which accrued and became liens, on a date or dates subject to the date or dates on which the delinquent tax liens appearing on the list of delinquent taxes accrued and became liens, with interest and penalties at the rate or rates provided by law.

c. A sum which shall reflect the statutory costs and disbursements of the in rem foreclosure action as allocated against the parcel conveyed. Such amount must be determined by the legislature and in the determination of the same such legislature shall consider the proportion that the total of unpaid taxes, interest and penalties in said judgment of foreclosure and sale against such parcel bears to the total amount of all unpaid taxes, interest and penalties against all the parcels in the in rem action through which such parcel sought for conveyance to the applicant was acquired by the county.

d. Any other costs or disbursements which shall have been awarded to the county, or which the county shall have expended, or to which the county may have become entitled by operation of law or which the county may have paid or may have become liable to payment thereof in connection with any litigation between said county and the applicant or any person having an estate or interest in the lands, real property or real estate sought to be conveyed under this section, resulting directly or indirectly from the foreclosure by action in rem of the delinquent taxes affecting lands, real estate or real property.

e. The right to apply for a grant, conveyance or release allowed by this section shall be the exclusive method by which any person, association or corporation, which by this section shall be entitled to make application, may secure such grant, conveyance, transfer or release of such lands, real estate and real property.

§ 34. Rules of construction. (1) Statute of limitation. The statute of limitations shall not bar or be a defense to any action, brought as herein provided, to foreclose by proceedings in rem, any taxes, tax liens or liens of certificates of sales as described herein.

(2) Pending actions and proceedings. No action or proceeding pending at the time when this act shall take effect shall be affected by any provision of this act, but the same may be prosecuted, defended or enforced as if this act had not been enacted.

(3) Existing rights and remedies preserved. No existing right or remedy of any character shall be lost, impaired or affected by reason of this act, nor shall the validity of any action taken by any public official under the law in force immediately prior to the time this act shall take effect be affected by the enactment of this act.

(4) Reference to other law. Reference herein to any general, special or local law or to any provision of the real property tax law, civil practice law and rules, Monroe county tax act and Monroe county tax foreclosure act, in force at the time this act shall take effect, shall be deemed and construed to have inserted such provision in this act where appropriate and such provisions of law shall apply to the proceedings under this act as though fully herein again set forth.

(5) Amendments to other Monroe county laws. An act of the legislature of nineteen hundred seventy-one purporting to amend or add any provision of law to the Monroe county tax act or the Monroe county tax foreclosure act shall be legally effective and shall be construed as having been amended or added prior to the effective date of this act.

(6) Severability. If any clause, sentence, paragraph, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

(7) Remedy not conditional. The remedy to foreclose herein, by proceedings in rem, shall be in addition to all other remedies allowed by law for the collection of any tax lien and shall not be dependent upon them or any of them.

(8) Order in nature of writ of assistance. Any party or tax district acquiring title to a parcel of real property under and pursuant to the terms and provisions of this act shall be entitled to an order in the nature of a writ of assistance, with the same force and effect as if such party or tax district had acquired the property by virtue of a mortgage foreclosure.

(9) Effect of other laws. Except as otherwise provided herein such action in rem to foreclose a tax lien shall be regulated by the provisions of the civil practice law and rules and by all other provisions of law and rules of practice applicable to foreclosure of a mortgage on real property, and all provisions of the Monroe county tax act and of the Monroe county tax foreclosure act, where applicable, and where not otherwise herein provided, shall be deemed applicable to the provisions of these in rem proceedings as if fully herein again set forth.

§ 35. This act shall take effect immediately.

APPENDIX C

TAX LIENS BEING OFFERED

This must be uploaded as a second document.

APPENDIX D
PURCHASE AND SALE AGREEMENT
OF DELINQUENT TAX LIENS
BETWEEN MONROE COUNTY, NEW YORK
AND BUYER

PREFACE

THIS PURCHASE AND SALE AGREEMENT OF DELINQUENT TAX LIENS (the “**Agreement**”), dated as of _____, 2012, is by and between Monroe County, New York, a duly organized and operating municipal corporation and political subdivision of the State of New York, (the “**County**” or the “**Seller**”) and _____ a _____, with its principal office in _____ (“_____” or the “**Buyer**”), to sell certain municipal real property tax liens securing delinquent taxes on Related Properties in the County, as authorized by the Act, hereinafter further defined. The Buyer agrees to accept the delinquent tax liens and to assume the specific and pertinent rights, obligations, and duties set forth in this Agreement to the extent consistent with the Act and with other Statutes.

ARTICLE I
Definitions

All capitalized terms are defined herein

“**Act**” means the Monroe County Tax Act and the Monroe County Tax Foreclosure Act and the authority granted under Chapter 441 of the Laws of 1938 of the State of New York as amended from time to time and codified as Chapter 773 of the Code of Monroe County, New York; and the Monroe County Tax Foreclosure Act under Chapter 440 of the Laws of 1938 of the State of New York as amended from time to time (copy of the Monroe County Tax Act and the Monroe County Tax Foreclosure Act attached as to this agreement).

“**Additional Tax Lien(s)**” means those real property tax liens of the County which have come due and are delinquent against properties within the County as the result of assessments based on the subsequent tax rolls.

“**Adjustments**” shall have the meaning given in the definition of “**Purchase Price.**”

“**Agreement**” shall have the meaning set forth in the preface to this Agreement as such Agreement may be subsequently amended or supplemented in accordance with the provisions hereof.

“**Authorization**” means the Chief Financial Officer, also know as the County Treasurer and Director of Finance who has sufficient authority to execute this Agreement with no other action by the Monroe County Legislature. The Chief Financial Officer is authorized to sell/assign Monroe County Tax Liens in his own discretion to Buyer and to enter into a Purchase and Sale Agreement(s) and to execute other closing documents related thereto with Buyer.

“**Bankruptcy Lien(s)**” means any Sold Tax Lien(s) in the Report which purportedly secure taxes on property that is part of the estate of a debtor in voluntary or involuntary bankruptcy proceedings as of the Closing Date, whether or not such Sold Tax Lien(s) are void or voidable under applicable laws. Bankruptcy Liens are further divided between:

“Valid Bankruptcy Liens” which are Bankruptcy Liens that have attached to such property and are not void or voidable under applicable laws whether by operation of the automatic stay or otherwise; and

“Invalid Bankruptcy Liens” which are Bankruptcy Liens that have purportedly attached to such property but are void or voidable under applicable laws whether by operation of the automatic stay or otherwise.

“Bid” means the dollar amount \$listed in the Bid offered by the Buyer, for all Tax Liens listed on the Report upon which the Buyer elected to make an offer of purchase.

“Certificate of the County” means the Certificate As To Authorization, Signatures And No Litigation, as prepared and executed by the appropriate County officials, attesting to the matter stated therein and attaching the legal opinion provided by the County Attorney dated as of the Closing Date.

“Certificate(s)” means the evidence of the County’s tax liens, whether or not the same has been recorded on the County’s land records at the time of the signing of this Agreement. The Certificate may be a book entry.

“Code” means the Monroe County Tax Act and means the authority and power to levy and collect its taxes pursuant to the Act and Chapter 441 of the Laws of 1938 of the State of New York as amended from time to time and codified as Chapter 673 of the Code of Monroe County, New York.

“County” shall have the meaning set forth in the preface to this Agreement.

“Closing Date” means **on or before December 31, 2012** or such earlier date as may be agreed to by the Seller and the Buyer, at which time the Seller and the Buyer shall execute and deliver all applicable Sale Documents, the Seller shall sell the Sold Tax Liens to the Buyer evidenced by a Recordable Sale Document and the Report, and the Seller shall receive from the Buyer the Purchase Price therefore.

“Department of Finance” means the department of the County responsible for, among other things, the collection of taxes and the sale of tax delinquent real property.

“Director of Finance-Chief Financial Officer” means the Treasurer of the County, duly appointed and acting in accordance with the Statutes of the State of New York and the County Monroe County Tax Act, to whom the Buyer’s bid was addressed, and all adjustments to the bid and adjustment subsequent to the execution of this Agreement shall be addressed.

“Full Redemptive Value” means the value of a lien at a given date including the base tax and any fees, charges, interest and penalties owed.

“Future Tax Liens” shall have the same meaning as “Additional Tax Liens.”

“Monroe Tax Liens” means delinquent real property tax liens and assessments with respect to real property that is secured by a lien on such real property, which lien arises in favor of the Monroe County and may be sold, assigned, transferred by Monroe County pursuant to Chapter 673 of the Code of Monroe County New York (Monroe County Tax Act). Monroe Tax Liens include delinquent County real property tax liens and assessments, water and sewer assessments on parcels of real property located within Monroe County.

“Payment Instructions” shall be attached to this Agreement.

“Person” means any person, corporation, association, partnership, limited liability company, joint venture, organization, business, individual, government or any agency or political subdivision thereof or any other entity.

“Purchase and Sale Documents” means, with respect to all Sold Tax Liens, and without limitation, the original or counterpart of each Sold Tax Lien certificate (if certificates have been issued); an executed original or counterpart of the Agreement; the original or counterpart of the Recordable Sale Document in suitable form for recording in the land records of the office of the County Clerk (although the recording of the Agreement is not a requirement of this Agreement); the Reports; Exhibit of Sold Tax Liens; forms for periodic accounting required by this Agreement; legal opinions of the County Attorney and of counsel to the Buyer; the Certificate of the County; and such other documents, agreements, certificates, instruments, title searches, payment programs, *Lis Pendens* and complaints in foreclosure, evidence of due diligence and other written or otherwise recorded material in connection with the assessment, levy, delinquency, collection, assignment or enforcement of the Sold Tax Liens and the Related Properties as may be deemed reasonably necessary or appropriate by the County and the Buyer to carry out the underlying transaction and Administration of Accounts contemplated by this Agreement.

“Purchase Price” means an amount reasonably determined by the County and the Buyer to be equivalent to Buyer's Bid for those Filed Tax Liens listed on the Reports for which the Buyer has made its offer to purchase, less the value of all Removed Liens removed on or prior to the Closing Date, less payments received by the County on such Filed Tax Liens on or prior to the Closing Date, plus interest accrued on such Filed Tax Liens from the Report Date to the Closing Date, as such amounts may be adjusted on and up to thirty (30) days after the Closing Date as necessary to reconcile accounts of such Bid, Removed Liens, payments and interest (collectively, the **“Adjustments”**) and to ensure that the Purchase Price is equivalent to the Sold Tax Liens as of the Closing Date. Adjustments are specifically limited to bad checks, payment timing and other similar issues related to a lien's validity and enforceability and not to its collectibility. The amount of the Purchase Price paid on the Closing Date and any Adjustments thereto made within thirty (30) days following the Closing Date shall be documented by separate agreement executed by the County and the Buyer and appended to the Payment Instructions detailed herein.

“Recordable Sale Document” means the Certification of the County, to be executed by the County and to be delivered to the Buyer on the Closing Date, which can be recorded by the Buyer in the Office of the County Clerk, by which the County and the Buyer shall evidence the sale of the Sold Tax Liens, pursuant to the terms of this Agreement. This document is the evidence of the sale of the certificates as contemplated by the Act, which shall include a schedule of all Sold Tax Liens and a copy of which shall be retained in the Office of the Finance Commissioner to provide notice to all interested parties as to the sale history and title to said Liens.

“Related Property(ies)” means such real property(ies) in the County against which a Tax Lien(s) to secure delinquent tax payments is in existence pursuant to the Act.

“Removed Lien(s)” means any Tax Lien(s) listed on the Report which may be removed by the County or by the Buyer, as indicated below, for which the Buyer shall receive compensation as provided in Article IV of this Agreement, for one (1) or more of the following reasons:

- (A) the Full Redemptive Value has been fully paid and the Tax Lien has been satisfied on or prior to the Closing Date;

- (B) the Filed Tax Lien has been issued against the Related Property of a person or entity whose real property is exempt from property taxation in the State or the County under any applicable law or regulation;
- (C) there is a pending tax appeal or abatement action against the Related Property, which appeal or action was pending at any time prior to or on the Closing Date;
- (D) the Related Property has become subject to a tax foreclosure action or administrative tax deed procedure by the County for the same taxes assigned to Buyer hereunder;
- (E) the Related Property has come under the protection of an automatic stay in bankruptcy at any time prior to or on Closing Date and the Buyer declares its intention to reject such Tax Lien for that reason;
- (F) the period of time in which such Tax Lien remains enforceable under law shall have expired or is scheduled to expire;
- (G) the Report incorrectly states the name of the taxpayer, the location of the Related Property, the assessed value of the property is greater than the market value, and/or the amount of the Purchase Price and such errors have an adverse effect on the Buyer and such errors are not correctable to the reasonable satisfaction of the Buyer after the County has been made aware of the error;
- (H) it is reasonably determined by the Buyer that the County is for any reason not lawfully entitled to sell such Tax Lien, interest has not lawfully accrued on such Tax Lien, or the Buyer is not entitled to enforce the collection of such Tax Lien through a foreclosure action;
- (I) the Report incorrectly states the tax parcel identification number;
- (J) it is reasonably determined by the Buyer that the Related Property was improperly assessed with respect to any delinquent tax secured by such Tax Lien;
- (K) any Related Property becomes subject to a condemnation action or demolition lien filed by the City, that materially impairs market value at any time prior to, on, or six months after the Closing Date;
- (L) the County acquired title to the Property in any manner prior to the Closing Date; or has reason to believe it will acquire title to the Property within ninety (90) days of the Closing Date;
- (M) any lien the County wishes to remove from the final list of available liens prior to the Closing Date for any reason not herein stated prior to the final review of the list by the Buyer;
- (N) any lien listed that has a corresponding City of Rochester lien that has been foreclosed;

The Consideration ("Purchase Price") for the sale of tax liens from the County to Buyer shall only reflect those liens actually sold on the sale date, as removals may occur before the Closing Date.

“Replacement Lien” means any lien sold to the Buyer in compensation for a Removed Lien, removed from the list of Sold Liens after the Closing Date, or a Lien sold to the Buyer in compensation for a unenforceable Tax Lien previously sold to the Buyer or in compensation for a lien that the County does not wish the Buyer to foreclose. Replacement lien must be of equal value Buyer paid for Removed Lien, including all accrued interest to date of sale.

“Report” means the list prepared by the County Finance Department compiling all those Tax Liens which the County has made available to be considered for sale, including the Full redemptive value of each Tax Lien. through the date of such Report, and constituting the basis for computation of the Buyer's bid.

“Report Date” means that date through which the Full Redemptive Value on Tax Liens listed on the Report is calculated for purposes of establishing the Bids.

“Sold Tax Lien(s)” means those Filed Tax Liens appearing on the Report including any tax liens that may be sold subsequent to the sale date or any additional tax liens sold to the Buyer pursuant to the terms of this Agreement.

“State” means the State of New York.

“Statute(s)” means the Laws of New York, as amended.

“Subsequent Tax Lien(s)” means those real property tax liens of the County which have come due and are delinquent subsequent to Tax Liens sold under this Agreement to the Buyer, against the Related Properties listed on the Report and shall cover all delinquent subsequent liens

“Tax Lien(s)” means those real property tax liens against Related Properties securing the delinquent tax due and unpaid taxes levied upon each property, as the same is defined by Statute, more particularly the Monroe County Tax Act.

ARTICLE II

Agreement to Sell and Purchase Tax Liens

Subject to the terms and conditions of this Agreement, the County agrees to sell to the Buyer and the Buyer agrees to purchase all right, title and interest of the County in and to the Sold Tax Liens to be attached to the Recordable Document, to the extent and as provided by the terms of this Agreement and the Act.

The County agrees, to the fullest extent allowed by the Act or any other applicable law, to sell and transfer to the Buyer all collection rights and remedies available to the County, including, without limitation, the right to foreclose any Sold Tax Lien.

The sale and purchase of such Sold Tax Liens shall take place on the Closing Date, or at such other time as the parties mutually agree, at the County Office Building, and in accordance with procedures set forth in this Agreement or any supplemental memoranda.

The parties agree that closing may or may not be concluded by the exchange of documents through mail or electronic transmission. Except as set forth herein, the Buyer is not and shall not be deemed to be assuming or agreeing to perform or discharge any duties, obligations or liabilities of the County to any Person.

ARTICLE III
Confirmation of The Report and Purchase Price

Prior to the Closing Date, the County and the Buyer agree to cooperate in good faith to make all Adjustments reasonably possible for the purpose of finalizing the Report and the Purchase Price as of the Closing Date. By a date no later than thirty (30) days following the Closing Date, the parties shall further reconcile and confirm the Report and the Purchase Price to include all Adjustments deemed reasonably necessary and appropriate by the County and the Buyer. Only those Adjustments made to the Report reflecting events between the Report Date and the Closing Date shall affect the compilation of the Report for the purpose of computing the Purchase Price. The Report shall be calculated to include the Purchase Price on all Sold Tax Liens as of the Closing Date, subject to the Adjustments. The Report shall be confirmed and ratified by the County and the Buyer and attached as an exhibit to the Recordable Document on the Closing Date and may be recorded by the Buyer, if it wishes. Adjustments to the Report and the Purchase Price necessary to assure that the Purchase Price is equivalent to the Purchase Price on all Sold Tax Liens on the Report shall be rectified by a refund to the Buyer of excess Purchase Price, or payment to the County of deficient Purchase Price, as applicable and pursuant to written instructions from the Buyer or the County, respectively. Any such refund or payment shall be made in immediately available funds within thirty (30) days following the Closing Date. Additional changes to the Report, subsequent to thirty (30) days following the Closing Date, may be permitted and compensated only for Removed Liens as provided in Article IV. The Purchase Price shall be paid substantially in accordance with the Payment Instructions.

ARTICLE IV
Removed Liens

Prior to the Closing Date, the Buyer or any officer, employee, agent, contractor, counsel, consultant or advisor thereof, may inspect and examine, at the Buyer's sole expense, each Related Property (except that right of entry is not conferred by the County), and each Purchase and Sale Document with respect to each Sold Tax Lien, at such places and times as the Buyer may reasonably request to allow the Buyer to conduct such examination in sufficient detail to determine which, if any, Sold Tax Liens shall be removed as Removed Liens. Should this balance change materially due to the redemptions through closing, Buyer shall have the right to adjust its offer for all the remaining pool of liens contained on the Report attached hereto through the Closing Date, which is expected to be on or before December 31, 2012. If the Buyer determines that any Sold Tax Lien shall be removed as a Removed Lien pursuant to the terms of this Agreement, the Buyer shall so notify the County and shall identify the reason for such removal. Any Sold Tax Lien so identified by the Buyer to constitute a Removed Lien shall be deleted from the Report.

If any Sold Tax Lien for which the Purchase Price has been paid to the County shall thereafter be removed from the Report as provided in this Article IV or in the definition of "Removed Lien(s)", the Buyer shall be entitled to receive from the County compensation equal in value to the Purchase Price on the Removed Lien as of the date the Buyer receives such compensation in one of the following forms, as selected by the County:

A refund in immediately available funds to be paid on or before the 30th day after removal of the Removed Lien; or one (1) or more substitute Additional Tax Lien(s), Replacement Lien, or any Subsequent Tax Lien(s) (including Subsequent Tax Liens) which have a redemptive value of not less than the Purchase Price on the corresponding Removed Lien and shall otherwise be reasonably satisfactory to the Buyer, provided that such substitution shall be separately documented by an appropriate instrument in form and substance reasonably satisfactory to the parties. If the County is

unable to provide a substitute lien(s) reasonably satisfactory to the Buyer within sixty (60) days of removal of the Removed Lien, the County shall be obligated to pay to the Buyer a cash payment on the last day of such sixty (60) day period.

As to any Sold Tax Lien or other tax lien which the County substitutes pursuant to the provisions of this Article IV, the County shall effect such substitution by promptly delivering to Buyer (or if so designated by Buyer, to its subsequent Buyer), for such Sold Tax Lien or tax lien, all documents and agreements as are required to be delivered with respect to Sold Tax Liens. On and after the date of substitution, the Buyer (or its subsequent Buyer) shall be entitled to all collections related to the substituted Tax Lien and shall have no right to, and shall promptly pay over to the County (or direct that its subsequent Buyer pay over to the County), all collections related to the Removed Lien that had been substituted pursuant to the terms of this Section. Such substitute Tax Lien shall be deemed to be subject to the terms of this Agreement in all respects, and the County shall be deemed to have made with respect to such substitute Tax Lien all representations and warranties set forth herein. Buyer shall transfer any and all Removed Liens for which substitutions are made to the County, without recourse, whereupon they shall be released from, and no longer be subject to, the terms of this Agreement, but in no way shall the enforceability of the lien by the County be impacted.

ARTICLE V

Payment of Purchase Price and Delivery of Recordable Document

In consideration for the sale of the Sold Tax Liens by the County on the Closing Date, the Buyer shall pay the Purchase Price to the County as provided in the Payment Instructions. The Purchase Price shall be payable on the Closing Date and shall be paid by the Buyer in immediately available funds either by wire transfer or by immediately negotiable check drawn upon a bank reasonably satisfactory to the County and in accordance with the Payment Instructions. While it is understood between the Buyer and Seller that the Act does not provide for the making of any certificates or other instruments of transfer evidencing the sale, assignment or transfer of liens, the Seller agrees to provide a properly executed written instrument evidencing the sale, assignment or transfer of the Monroe Tax Liens. This written document shall include a provision for the right to payment thereon, to the Borrower and to the Collateral Agent and the Nominee Lien holder in their respective capacities, and such written instrument shall identify each of the Monroe Tax Liens and shall be in recordable form. Upon receipt of such Purchase Price, the County shall execute and deliver the Recordable Documents to this Agreement, evidencing the transfer in title to any and all certificates evidencing the sale of the Sold Tax Liens.

The Buyer shall be entitled to receive from the County all payments received by the County with respect to Sold Tax Liens on or before the Closing Date to the extent such amounts are not applied to reduce the Purchase Price. The County shall be entitled to retain all payments received by the County with respect to Sold Tax Liens on or before the Closing Date to the extent such amounts are applied to reduce the Purchase Price.

If for any reason the County receives any payments on any Sold Tax Liens to which the Buyer is entitled hereunder, the County shall hold such payment for the benefit of the Buyer and remit such payments to the persons or accounts designated by the Buyer in accordance with instructions prescribed by the Buyer.

With regard to County liens located within the City of Rochester, the inter-municipal agreement currently in place between the County and City of Rochester regarding the payment of surplus funds generated by the sale of City Liens, shall remain in full force and effect even after the

transfer of liens to Buyer and Buyer shall enjoy the benefits of said inter-municipal agreement. Seller agrees and warrants that it will forward all surplus payments, net of any other subsequent lien dollar amount, to Buyer. That to the extent any surplus funds received by the Seller from the City of Rochester after a sale of a City of Rochester lien is insufficient to satisfy the County lien, up to and including the purchase price at the time of the sale of the County lien, Seller shall reimburse Buyer the difference between the surplus funds received and the purchase price of the lien. If the City of Rochester lien is sold and there is insufficient monies to pay any portion of the County lien then Seller shall pay to Buyer the purchase price of the lien. , The liens contemplated herein shall be treated as if they are removed liens as defined above. In the event of a foreclosure of a City of Rochester lien that has a corresponding County lien on the Report and the County lien on the Report is impaired in whole or in part due to the foreclosure action or there are insufficient funds to pay the full amount of the lien on the Report, Seller shall reimburse Buyer for the purchase price paid for that lien on the Report, less any monies received from the surplus funds of the foreclosure sale. The thirty day reimbursement rule as stated in this Article shall apply to this type of removed lien. The reimbursement provisions contemplated herein shall expire one year from the date of this agreement.

ARTICLE VI

Representations and Warranties of the County

The County hereby represents and warrants to Buyer, all of which representations and warranties are true, complete and correct in all respects, to the best of the County's knowledge and belief, as of the date hereof and as of the Closing Date, as follows:

- A) With the exception of any Removed Liens that are actually removed pursuant to Article IV, the County is the sole owner of, and possesses full right, title and interest in and to, each of the Sold Tax Liens and the County Warrants that those liens sold are valid and enforceable and the County has the authority to sell the liens; the County further Warrants that all of the tax liens comply with all applicable existing laws, rules, regulations, ordinances, orders, judgments and decrees relating to the County's ownership and sale of the tax liens.
- B) Such Sold Tax Liens and all interest and rights therein, including all rights to enforce the liens under New York law are freely assignable to the Buyer and the Buyer has the right at its sole option to further assign said liens subject to the requirements of the Act;
- C) The County is a political subdivision of the State and is duly organized and validly existing under the laws governing its creation. The County has full power and authority to enter into and perform this Agreement and all municipal action necessary to authorize the execution and delivery of this Agreement and the performance by the County of its obligations hereunder has been duly taken. This Agreement has been duly executed by the County and constitutes the legal, valid, binding and enforceable obligation of the County, enforceable against the County in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally or by general principles of equity.
- D) Other than as set forth herein, no authorization, consent or approval of, notice to, or filing with, any public body or governmental authority or any other Person is necessary in connection with the execution and delivery by the County of this Agreement or the performance by the County of its obligations hereunder and the execution and delivery

by the County of the Agreement and the performance by the County of the obligations hereunder will not, to the best of its knowledge, conflict with any provision of any law or regulation to which the County is subject and will not conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of any other document, agreement or instrument to which the County is a party or by which it or any of its properties are bound, or any order or decree applicable to the County.

E) There is no action, suit, claim or proceeding pending or, to the best of its knowledge, threatened against the County, whether at law or in equity, before any court or by or before any other governmental commission, board, bureau, agency or instrumentality that, if determined adversely to the interests of the County, could have a material adverse effect upon the ability of the County to perform its obligations hereunder, or the ability of the Buyer to enforce or collect the Full Redemptive Value on the Sold Tax Liens.

F) As to each Sold Tax Lien:

- i. The County has full right and authority to transfer such Sold Tax Lien and that said Liens are valid and enforceable and that the real property taxes have been properly levied in the Monroe County with respect to the real property subject to the Monroe Tax liens;
- ii. The sale of such Sold Tax Lien hereunder constitutes a legal, valid and binding transfer of such Sold Tax Lien to the Buyer;
- iii. Neither the Sold Tax Lien nor the underlying tax obligation has been waived, modified, altered, satisfied, redeemed or subordinated in any respect or rescinded, and the Related Property securing the payment of same has not been released in whole or in any part, nor has any instrument been executed that would effect any such cancellation, subordination, rescission or release;
- iv. Each Sold Tax Lien constitutes a valid enforceable first lien against the Related Property, subject to no prior liens or encumbrances retained by the County (aside from the current tax obligation), and enjoying such first priority with respect to any other liens or encumbrances as is accorded by the Act;
- v. Such Sold Tax Lien secures the obligation to pay an amount equal to the Full Redemptive Value on such Sold Tax Lien;
- vi. The County has complied with all applicable laws in connection with the sale of Filed Tax Liens;
- vii. Upon the completion of the sale of each such Sold Tax Lien pursuant to this Agreement, the Buyer shall have received from the County and shall have and possess the same powers and rights at law or in equity as the County and its municipal agents would have had if the Sold Tax Lien had not been sold with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection to the extent permitted by Law; and
- viii. The County warrants it has complied with, and all of the tax liens comply with, all applicable existing laws, rules, regulations, ordinances, orders, judgments

and decrees relating to the County's ownership and sale of the tax liens. Such Sold Tax Lien has been levied by the County and the County has given the applicable taxpayer notice thereof in accordance with the Statutes and any other applicable law, and the levying of such Sold Tax Lien and the giving of such notice will not conflict with or result in a breach or constitute a default under any provision of the Statutes or other applicable laws.

- G) Seller agrees to indemnify and hold harmless Buyer, its officers, directors, employees and agents for all losses, costs, expenses, including reasonable attorney's fees and expenses, arising out of or relating to:
 - i. Any breach of Seller's representations, warranties, covenants set forth in the purchase and sale agreement, and;
 - ii. Any claims or litigation pending or threatened, raised on or after the closing date, relating to or arising out of the liens purchased by the Purchaser against the County or any affiliate thereof, arising out of or related to any action or inaction by the County.
- H) Seller warrants that the attached Act to this Agreement is the governing version of the Monroe County Tax Act and the Monroe County Tax Act as of the date of this Agreement, and that Section 22 of Chapter 829 of the Laws of 1981 have no force and effect on this agreement. Seller agrees to indemnify and hold Buyer harmless for all costs including legal fees if Buyer sustains a loss because the attached Act is found not to be the governing version of the Act. Seller further agrees to indemnify Buyer against any action by any party when Buyer sustains a loss because of its reliance on the tax act and its validity.
- I) Seller warrants and agrees to hold Buyer harmless for any costs, fees, fines, attorneys fees, or other costs related to the validity of the payment plans it receives from Seller pursuant to the terms of this Agreement. This indemnification shall not apply to any payment plans Buyer extends after the enactment of the appropriate State legislation as contemplated herein.

ARTICLE VII

Representations, Warranties and Covenants of the Buyer

The Buyer hereby represents, warrants and covenants to the County, all of which representations, warranties and covenants are true, complete and correct in all respects as of the date hereof, to the best of the Buyer's knowledge and belief and as of the Closing Date, as follows:

- A) Buyer is a _____ company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Buyer is duly qualified to do business as it is now being conducted and is in good standing as a corporation in New York and in each other jurisdiction where the property owned, leased or used by it or the conduct of its business makes such qualification necessary.
- B) Buyer has full power and authority to enter into and perform this Agreement and all action necessary to authorize the execution and delivery of this Agreement and the

performance by Buyer of its obligations hereunder has been duly taken. This Agreement has been duly executed by Buyer and constitutes the legal, valid, binding and enforceable obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally, or by general principles of equity.

- C) No authorization, consent or approval of, notice to, or filing with, any public body or governmental authority or any other Person or entity is necessary in connection with the execution and delivery by Buyer of this Agreement or the performance by Buyer of its obligations hereunder, except for notices expressly provided in this Agreement.
- D) The execution and delivery of this Agreement and the performance of its obligations hereunder by Buyer will not, to the best of its knowledge, conflict with any provision of any law or regulation to which Buyer is subject, or conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of this Agreement, or any other agreement or instrument to which the Buyer is a party or by which it is bound, including without limitation promissory notes, mortgages, security agreements, loan instruments, leases, covenants, conditions, easements, rights-of-way, franchises, permits, licenses, contracts and agreements, or any order or decree applicable to Buyer, or result in the creation or imposition of any lien on any of Buyer's assets or property.
- E) There is no action, suit, claim or proceeding pending or, to the knowledge of Buyer, threatened against the Buyer, whether at law or in equity, before any court or by or before any other governmental commission, board, bureau, agency or instrumentality that, if determined adversely to the interests of the Buyer, would materially adversely affect the ability of the Buyer to perform its duties or obligations incurred pursuant to this Agreement.
- F) The Buyer agrees that in the event Buyer does choose to resell, transfer, assign or convey any interest in the Sold Tax Liens, any such further resale, transfer, assignment or conveyance shall be in compliance with applicable laws and Article IX of this Agreement, and with the approval of the County.
- G) The Buyer's source of funds, if any, for financing the Transactions are lawful and exempt from the application of any civil forfeiture provision of any state or federal law with respect to funds derived from a criminal enterprise.
- H) No proceedings by or, to the knowledge of the Buyer, against the Buyer have been threatened or commenced in bankruptcy or for reorganization, liquidation or for readjustment of debts under the Bankruptcy Code or any other law, whether state or federal, nor has the Buyer made an assignment for the benefit of the creditors, admitted in writing the inability to pay debts generally as they become due, or filed or had filed against it any action seeking an order appointing a trustee or receiver of all or a substantial part of the property of the Buyer.
- I) The Buyer is a duly organized and qualified _____ company and authorized to do business in this State.
- J) The Buyer has complied with all applicable laws in connection with the purchase of the Sold Tax Liens.

- K) For a period of seven (7) years subsequent to the Closing Date, if the Buyer has actual knowledge of a breach of any of the representations and warranties made by the Buyer contained herein, the Buyer shall give prompt written notice of same to the County.
- L) In the event that the Buyer becomes the owner of any property which was subject to a Sold Tax Lien, the Buyer would agree to maintain said property in accordance with all applicable federal, state and local codes, laws, ordinances and regulations, and in the further event that the Buyer does not either pay to the County or have sold to it any Subsequent Tax Lien(s) on said property, the buyer consents to the County foreclosing any Subsequent Tax Lien on the property against it.
- M) The Buyer agrees to indemnify and hold harmless the Seller and its officials, employees and agents for losses, costs and expenses arising out of or relating to:
 - i. covenants set forth in the purchase and sale agreement; and;
 - ii. any claims or litigation brought against the Seller solely out of the violation of any applicable law with respect to the Buyer's collection of the purchased tax liens caused by the Buyer's gross negligence or willful misconduct.

ARTICLE VIII

Additional Undertakings of the Parties to Assist in the Purchase and Sale of the County's Delinquent Tax Liens

The County shall provide assistance to the Buyer, such assistance to include preparing and providing information necessary to prepare, execute and deliver the Purchase and Sale Documents and, to the extent available in the records of the County, calculating the Full Redemptive Value of each Sold Tax Lien as of the Closing Date.

Each of the parties hereto will cooperate with the other and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

ARTICLE IX

Further Sale or Assignment of a Sold Tax Lien

The Buyer may assign or sell any or all of its interests, rights and obligations under this Agreement with respect to Sold Tax Liens. Assignments between any of the Buyers or Buyer's affiliates or any Assignment pursuant to the request or mandated by Buyer's financing requirements may be made with approval of Seller. Said Assignment or any sale or conveyance by the Buyer of any Sold Tax Lien, or any interest therein, shall not modify, relieve, terminate or discharge any of Buyer's obligations under this Agreement as to Sold Tax Liens retained by Buyer.

Buyer may assign or sell any or all its interests, rights or obligations under this Agreement with respect to Sold Tax Liens to any unrelated third party, provided however, that prior to such further sale or assignment of any lien or liens, the Buyer shall notify the Director of Finance-Chief Financial Officer of its intention to sell or assign the lien(s). The Director of Finance-Chief Financial Officer shall

not unreasonably withhold his consent to such assignment. In the event the Director of Finance-Chief Financial Officer does not wish the lien to be assigned nor has an objection to the prospective Assignee/Buyer, the County may purchase back the lien at the Purchase Price or agree to accept the lien back from the Buyer with the assignment of Replacement Liens. If the County does not repurchase such tax liens within thirty (30) days of notification from the Buyer, the County shall be deemed to have consented to the assignment/sale.

Any subsequent assignee/buyer shall be subject to all terms of this Agreement to the County and any such assignment/sale shall be indicated to the Director of Finance-Chief Financial Officer within thirty (30) days of such sale, so that the County's records can reflect such transfer of title in any such liens.

ARTICLE X
Collection and Foreclosure of Sold Liens and
Provisions Relating to Subsequent Tax Liens.

With respect to Sold Tax Liens upon which the Buyer wishes to commence foreclosure actions or collections proceedings upon:

A) Priorities

Sold Tax Liens shall be assigned and held by the Buyer with the priority and precedence accorded by the Statutes and the Act.

B) Pursuing Collection Actions

Decisions with respect to undertaking and pursuing foreclosure actions and other efforts toward collecting the Sold Tax Liens are decisions of the Buyer, and Buyer shall bear the fees, costs, expenses and responsibilities therefore. The Buyer may recover such fees, costs and expenses from the delinquent tax payer as permitted by the Act and other applicable laws.

C) Commencing foreclosure/collection - Notice of List to the County

Upon a decision by the buyer to commence a foreclosure action on any property pursuant to New York Real Property Actions and Proceedings Law and the Civil Practice Law and Rules, or any other applicable law, the Buyer, or its counsel, shall send a notice by mail, facsimile or email to the Director of Finance-Chief Financial Officer and/or his designee advising the County of the commencement of such action. No demand letter or commencement of suit will begin for fifteen (15) days from said notification. In that fifteen (15) days, the County shall review the liens and if it appears to the County that a foreclosure action cannot be enacted, that the debt is not proper as to the tax payer, or for other reason given to the Buyer the County wishes the Buyer to delay its enforcement of the lien, the County shall notify the Buyer by mail, facsimile or email. If the County wishes to repurchase the lien, it may do so under the provisions of Article IV, provided it offers the Buyer a suitable Replacement Lien or Replacement Liens, the Buyer's consent to not be unreasonably withheld. Upon request from the County, the fifteen (15) day delay contemplated by this section can be extended to thirty (30) days. Failure of the County to respond within the fifteen (15) day or thirty (30) days period shall constitute a waiver of this review provision and the buyer can seek to enforce its Lien by all lawful means. If the County does not object to the Buyer's commencement of a Foreclosure

Action, it shall provide Buyer, within fifteen (15) days of said notice, with evidence of subsequent tax liens..

Failure to give notice to the County at the commencement of any legal proceeding shall not constitute a default by the Buyer under this entire Agreement and shall not affect the legal priority and precedence of the Tax Lien(s) hereunder affected and failure to give notice or to retain notice is not a defense to a foreclosure action. This ability to review the foreclosure list is a courtesy to the County, only, and the benefit of this provision does not extend to third parties.

D) Standards of Servicing by the Buyer

At all times during the term of this Agreement, the Buyer shall maintain the staffing levels of its offices at levels sufficient to adequately service any Sold Tax Liens still outstanding with tax balances. Such "adequate servicing" shall include:

- i. maintaining a toll-free (800/888) long distance phone number for taxpayer use if communication is necessary with the buyer;
- ii. maintaining multiple phone lines; and
- iii. maintaining a message queue for taxpayers who are not directly connected to a customer representative of the Buyer in ordinary office hours.

E) The Foreclosure Action

In the event the Buyer commences a foreclosure action on a particular property to enforce any Sold Tax Lien, the Buyer shall include all liens sold to it by the County in addition to any subsequent tax liens for said property at the time of the commencement of said action. Service will be accepted by the County at the office of the County Attorney. The County hereby irrevocably gives its consent for the Buyer to name the County as a party in any foreclosure action commenced by the Buyer with respect to all rights and interests of the County in the Related Property other than Subsequent Tax Liens.

If the defendant in said action files a duly verified Answer alleging a defect in the assessment of the tax, or a defect in the sale of the tax lien or any other form of invalidity with respect to an action taken by the County, the County will assist the Buyer in responding to any such claims by making available to it any County records or documents reasonably related to such Answer and shall assist the Buyer's counsel on any specific matter in the drafting of appropriate responsive pleadings, as the same may relate to the actions of the County.

If the defendant in said action files a duly verified Answer alleging the inability or illegality of the County assigning Tax Liens under the Act, the County, through its office of the County Attorney shall join in the action with the Buyer and shall provide legal services assisting in the defense of the Act and to defend this Purchase and Sale Agreement.

Any proceeds of Foreclosure sales attributable to subsequent tax liens not purchased by Buyer shall be remitted by Buyer to the County.

The commencement of a Foreclosure action which does result in the collection of the full amount of any subsequent liens does not act to extinguish said liens and/or bills.

With respect to tax liens becoming due and payable subsequent to the Sold Tax Liens:

1) Priorities

While Sold Tax Liens shall be assigned and held by the Buyer with the priority and precedence accorded by the Statutes and the Act, the County reserves the right to enforce any such Subsequent Tax Lien not assigned to the Buyer or to a third party in any manner provided by law, but must give Buyer a first right of refusal in acquiring said tax lien prior to the County selling it to a third party.

2) Option to Purchase Subsequent Tax Liens; Right of First Refusal

If the County offers Subsequent Tax Liens for sale, the buyer shall have the right of first refusal, at its sole discretion, on all subsequent tax liens on those properties contained in the Report for a period of five (5) years from the date of this agreement to purchase them at Full Redemptive Value.

The parties hereby agree that Seller may at its sole discretion sell/assign additional liens that were not contained on the Report. Seller and Buyer agree that if Seller agrees to sell/assign these additional liens to Buyer, it shall be at terms and conditions to be negotiated between the parties at such later date but shall be substantially the same as the terms and conditions contained herein.

The County shall not assign a Subsequent Tax Lien without first offering it to the Buyer of any prior outstanding Tax Lien on that specific property.

If the Buyer does not purchase any subsequent liens for three (3) consecutive years, after first being offered by the County to purchase said liens, then the Right of First Refusal as defined in this section shall terminate and the County may choose to sell any such un-purchased Subsequent Lien to a third party assignee. It is agreed and understood by and between the parties that Buyer is not required to exercise its right of first refusal on all subsequent liens offered to treat them all as on package and the right of first refusal is exercisable on a lien by lien basis for all subsequent liens.

ARTICLE XI
Administration of Accounts

Except as set forth in this Agreement, all duties and obligations with respect to the Administration of Accounts on sold tax liens shall be delegated by the County to the Buyer.

The Buyer represents, warrants, and covenants that, until all the Sold Tax Liens are resolved (either by payment, foreclosure, other lawful enforcement, sale back to the County or otherwise) the Buyer shall:

- A) upon such resolution of all Sold Tax Liens, provide a full and final accounting in form acceptable to the County;
- B) be duly organized and in good standing under the laws of the state of its organization and be duly registered as a corporation with the New York Secretary of the State;
- C) appoint in the State, the Secretary of the State to accept service of process on its behalf;
- D) keep on file with the Director of Finance-Chief Financial Officer of the County a certificate of the Buyer which sets forth the current address of the Buyer for payment

and notice purposes and identifies any agent designated by the Buyer to receive such payments or notices;

- E) upon the Buyer's receipt of payment in full with respect to any particular Sold Tax Lien, Buyer shall notify the Director of Finance-Chief Financial Officer within thirty (30) business days thereafter; provided, however, that no County official shall under any circumstances execute, deliver, or file, any release of any Sold Tax Lien without the specific prior written consent of the Buyer; and,
- F) Buyer agrees that it will accept and abide by the terms and conditions of all payment plans that Seller has entered into prior to the date of closing. Buyer will only accept those payment plans whereby the underlying lien has not been adversely effected by the payment plan. Seller agrees that it will forward copies of all said agreements to Buyer within thirty (30) days of closing. It is further agreed that Seller shall forward to Buyer all payments made on said payment plans, or any other payments received by the County on any lien contained on The Report within thirty (30) days of receipt of funds. Buyer shall have all the right of Seller in its enforcement of said payment plans in case of default.

Pursuant to the requirements of the Act and other applicable statutes, payments of taxes, interest, fees and expenses of collection (inclusive of legal costs, attorney's fees, allowance and disbursements) from taxpayers whose taxes are secured by any Sold Tax Lien sold hereby, and condemnation proceeds, will be applied on each Related Property in a reverse chronological order with the most recent tax being paid first, and within each such year, in the following order and the following calculated amounts: All payments of taxes will be applied first to the aggregate of interest, fees and expenses of collection, and then to principal due and owing in the order of age with the most recent interest, fees and expenses of collection paid first, then the next most recent principal. Any remaining payment after full payment of such interest, fees and expenses of collection shall be applied in the same manner against the amounts owed on the next most recent outstanding lien. In the event a taxpayer attempts to make a payment of any Sold Tax Lien to the County, the County agrees to direct the taxpayer to send such payment to the Buyer. If any payment of any Sold Tax Lien is inadvertently accepted by the County, then The County agrees upon clearance of any checks to immediately forward the amount of such payment to Buyer at the address hereinbefore provided. If there is a change of address for payments, the County will be notified within fifteen (15) calendar days.

County personnel, including but not limited to the County Executive, Director of Finance-Chief Financial Officer, Controller, County Attorney, and County Clerk, shall and are hereby directed to assist Buyer and the County in completing the Purchase and Sale on the Closing Date. Such assistance shall include preparing and providing information necessary to prepare documents of transfer and, to the extent available in records of the County, calculating amounts of all Sold Tax Liens as of the Closing Date, obtaining addresses of property owners or any other information appropriate to completing the Recordable Documents, and assisting Buyer prior to the Closing Date.

Upon execution and delivery to Buyer of the Recordable Documents and payment to the County of the Purchase Price due on the Closing Date for the Sold Tax Liens, so long as Buyer has not breached this Agreement, the County shall take no further action to collect payments or to enforce the Sold Tax Liens.

Except as set forth in this Agreement, the Buyer will have full responsibility for the receipt, processing and accounting for all payments, and any other administrative matters with respect to the Sold Tax Liens, including receipt of Lien Payments, all as set forth in this Agreement.

The Buyer will be responsible for all collection and enforcement efforts with respect to the Sold Tax Liens, to include all lawful collection procedures and, as the Buyer deems appropriate, lawful foreclosure proceedings, and any collection agencies or attorneys engaged by it in connection herewith shall perform their services in a manner consistent with this Agreement and applicable laws.

Upon receipt of payment from the owner of the Property or its representative or the Full Value of the Sold Tax Lien, or lesser payment to be accepted as payment in full, Buyer shall promptly and in any event within thirty (30) days of receipt provide notice to the Finance Director of the status of its accounts so his records will reflect redemptions.

ARTICLE XII

Additional Undertakings of the Parties with Respect to Bankruptcy Liens

With respect to any Bankruptcy Lien(s), the County and the Buyer agree as follows:

- A) the Buyer agrees that, within the first ninety (90) days after the Closing Date and upon verifying information obtained from any source, including but not limited to the County, that any Sold Tax Lien is a Bankruptcy Lien, it shall undertake to determine whether any such lien purportedly sold pursuant to this Agreement is a Valid Bankruptcy Lien or Invalid Bankruptcy Lien;
- B) if it is reasonably determined by the Buyer that any such Bankruptcy Lien is an Invalid Bankruptcy Lien, the Buyer shall have the option within ninety (90) days following the Closing Date either to (i) require the County to repurchase such Invalid Bankruptcy Lien from Buyer for a price equal to the Purchase Price secured by such lien on the Closing Date. or (ii) retain such Invalid Bankruptcy Lien subject to the risk that satisfaction of the unsecured administrative claim may result in the Buyer's receiving an amount lesser than the Purchase Price purportedly secured by such Invalid Bankruptcy Lien;
- C) if the Buyer chooses to require the County to repurchase any Invalid Bankruptcy Lien as provided by subsection (b)(i) of this Article XIII, Buyer shall receive such compensation as set forth in Article IV of this Agreement regarding Removed Liens. The County shall effect payment for such repurchase in one (1) of the following forms, as a cash payment or as a credit against the purchase of other Additional Tax Liens or Subsequent Tax Liens in the same manner and subject to the same conditions as set forth in Article IV of this Agreement with respect to Removed Liens; and
- D) if the Buyer chooses to retain any Invalid Bankruptcy Lien as provided by subsection (B)(ii) of this Article XIII, the County and the Buyer agree that they shall comply with all applicable laws in order to effectuate the transfer of any such claim from the

County to the Buyer, to the fullest extent permissible, and to file and enforce any administrative claim so as to maximize the amount received by the Buyer in satisfaction thereof, provided that the County shall not be liable for any shortfall incurred by the Buyer between the amount so received and the Purchase Price purportedly secured by the Invalid Bankruptcy Lien.

Sold Bankruptcy Liens shall be subject to the following additional terms and conditions with respect to such Bankruptcy Liens and the underlying tax claims purportedly secured by such liens:

- A) The County and the Buyer must comply with any applicable laws to effectuate and properly evidence in all bankruptcy proceedings the assignment and transfer of any such claims, to the extent permissible;
- B) In any bankruptcy case in which the Buyer elects to be represented by counsel in matters relating to any assigned Bankruptcy Liens, the Buyer shall, at its cost, provide its own counsel to represent it with respect to such liens and the claims purportedly secured thereby;
- C) Nothing herein shall be deemed to be a waiver of the County's privilege of confidentiality between the County and its counsel in any matter in which counsel for the County has been involved in relation to such tax liens and claims.

ARTICLE XIII **Indemnifications**

- A) By the Buyer of the County

The Buyer agrees to indemnify and hold harmless the County, its employees, agents, and officials (individually, a **"County Indemnity"** and collectively, the **"County Indemnities"**), from and against any and all claims, losses, deficiencies, liabilities, obligations, damages, penalties, punitive damages, costs and expenses, whether or not resulting from third party claims, suffered by any County Indemnity(s) which arise out of or result from: (i) any proven unlawful acts of the Buyer (including its agents and Buyers) to collect amounts secured by Sold Tax Liens, (ii) the institution of foreclosure of any of the Sold Tax Liens or any other collection action taken by the Buyer in proven violation of applicable law or of any provision of this Agreement, (iii) any material inaccuracy or misrepresentation in or breach of or noncompliance with any of the representations, warranties, covenants or agreements made by the Buyer in this Agreement or in any document, certificate or affidavit delivered by the Buyer pursuant to the provisions of this Agreement, and any post-assignment lien servicing expenses .

If any amount, determined by a court of competent jurisdiction, payable by the Buyer to the County under this Article XIV or any other provision of this Agreement is not paid in accordance therewith, and such non-payment continues for fifteen (15) days following Buyer's receipt of written notice thereof, the County reserves the right to deny the Buyer the option to purchase and the right of first refusal accorded by Article X of this Agreement, and to take any other action available at law or in equity to recover such amount.

Any claims or litigation brought against the County solely out of the violation of any applicable law with respect to the Buyer's collection of the purchased tax liens caused by the Buyer's gross negligence or willful misconduct.

B) By the County to the Buyer

The County agrees, to indemnify and hold harmless the Buyer, its employees, agents, and officials (individually, a **"Buyer Indemnity"** and collectively, the **"Buyer Indemnities"**) from and against any and all claims, losses, deficiencies, liabilities, obligations, damages, penalties, punitive damages, costs and expenses, whether or not resulting from third party claims, suffered by any Buyer Indemnity(s) which arise out of or result from: (i) any proven unlawful acts of the County(including its agents and assigns) to collect amounts secured by tax liens on Related Properties, (ii) the institution of foreclosure of any liens secured by Related Properties or any other collection action taken by the County in violation of applicable law or of any provisions of this Agreement and (iii) any material inaccuracy or misrepresentation in or breach of any of the representations, warranties, covenants or agreements made by the County in this Agreement or in any document, certificate or affidavit delivered by the County pursuant to the provisions of this Agreement.

If any amount, determined by a court of competent jurisdiction, payable by the County to the Buyer under this Article XIV or any other provision of this Agreement is not paid in accordance therewith, and such non-payment continues for fifteen (15) days following the County's receipt of written notice thereof, the Buyer reserves the right to deduct such amount from the purchase price payable for any Filed Tax Lien acquired by the Buyer after the closing or for any filed tax lien acquired by the Buyer after the closing, and to take any other action available at law or in equity to recover such amount.

Any claims or litigation pending or threatened, raised on or after the Closing Date, relating to or arising out of the liens purchased by the Buyer against the County or any affiliate thereof, arising out of or related to any action or inaction by the County. Additionally, the County agrees to indemnify and hold harmless the Buyer, its employees, agents, and officials from and against any and all claims, losses, deficiencies, liabilities, obligations, damages, penalties, punitive damages, costs and expenses, whether or not resulting from third party claims, suffered by any Buyer Indemnity(s) which arise out of or result from any material inaccuracy or misrepresentation in or breach of any of the representations, warranties, covenants or agreements made by the County in this Agreement or in any document, certificate or affidavit delivered by the County pursuant to the provisions of this Agreement.

ARTICLE XIV
Default

If the Buyer breaches any of its representations, warranties or covenants made hereunder, does not comply with any of its duties and obligations hereunder or is otherwise not in compliance with this Agreement or the Assignment, the Buyer shall be in default hereunder and the County shall have the right to exercise any rights that it may have pursuant to the terms of this Agreement, in law or equity with respect to such breach or noncompliance by the Buyer.

If the County breaches any of its representations, warranties or covenants made hereunder, does not comply with any of its duties and obligations hereunder or is otherwise not in compliance with this Agreement or the Assignment, the County shall be in default hereunder and the Buyer shall

have the right to exercise any rights that it may have pursuant to the terms of this Agreement, in law or equity with respect to such breach or noncompliance by the County.

ARTICLE XVI
Remedies

The remedies provided for in this Agreement shall be cumulative, and shall not preclude assertion by any party of any other rights or the seeking of any other remedies against any other party and shall not limit the right of any party hereto to take any other action available at law or in equity.

ARTICLE XVII
Benefit of Agreement

This Agreement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

ARTICLE XVIII
Severability

If any one or more of the provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such provisions or terms shall be ineffective to the extent of such invalidity or unenforceability, shall be deemed void and severable from the remaining provisions and terms of this Agreement and shall not affect the validity or enforceability of such other provisions or terms herein.

ARTICLE XIX
Amendments; Waivers

This Agreement may be amended or terminated only by a writing signed by both parties hereto. Compliance with any provision hereof may not be waived by the Buyer or by the County, unless such amendment or waiver is consented to in writing by the Buyer and by the County.

ARTICLE XX
Instructions; Notices

All instructions, notices, requests or other communications required or requested to be given in connection with the terms of this Agreement shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid; (b) national prepaid overnight delivery services; (c) telecopy, electronic mail or other facsimile transmission (to be followed with hard copy to be sent by national prepaid overnight delivery service); or (d) personal delivery, with receipt acknowledged in writing.

If to the Buyer: _____

Attention: _____

PHONE: _____
FAX: _____

With Copy To:

Attention: _____
PHONE: _____
FAX: _____

If to the County:

Director of Finance-Chief Financial Officer
Monroe County
402 County Office Building
39 W. Main Street
Rochester, NY 14614

With copies to:

Office of the County Attorney
Monroe County
307 County Office Building
39 W. Main Street
Rochester, NY 14614

All notices shall be deemed given when actually received or refused by the party to whom the same is directed (except to the extent sent by certified or registered mail, return receipt requested, postage prepaid, in which event such notice shall be deemed given three (3) days after the date of mailing). Each party may designate a change of address or supplemental addressee by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

ARTICLE XXI

Illegality

If the validity of this Agreement or the Sale of any tax liens hereunder to the Buyer is for any reason contested in a court of competent jurisdiction after the initial Closing Date by a party other than the Purchaser or any party related to the Buyer and such court rules a) that the Agreement or the Sale of the Tax Liens hereunder is unconstitutional, illegal or void and b) enjoins the collection by and for the benefit of the Buyer of any Tax Liens hereunder Sold, and c) such injunction is not stayed within sixty (60) days of its having been granted, then the Seller, but subject to the limitations in this Article XXI, shall repurchase any such Sold Tax Liens that have not previously been satisfied. The Repurchase Price shall be not less than the original Purchase price, less payments received to the date of such repurchase plus collection fees and costs incurred to the date of such repurchase plus prime rate interest from the Closing Date to the date of repurchase.

ARTICLE XXII
Governing Law; Venue; Consent to Jurisdiction

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the Monroe County, and the State of New York that were in place at the time of the signing this Agreement, without giving effect to the conflict of laws principles thereof

The Buyer and the County irrevocably and unconditionally agree that any suit, action or other legal proceeding arising out of this Agreement or the Assignment may be brought only in the state or federal courts of record located in the State of New York and consent to such courts jurisdiction.

ARTICLE XXIII
Counterparts

This Agreement may be executed and delivered in any number of counterparts, and such counterparts taken individually shall be sufficient to constitute the whole of this Agreement and taken together shall constitute one and the same instrument.

ARTICLE XXIV
Miscellaneous

The Article headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. Delivery of an executed signature page to this Agreement, or any other Purchase and Sale Documents, by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement or such other Purchase and Sale Document.

ARTICLE XXV
Survival

The entire Agreement, including all representations, warranties, guarantees, and indemnifications of the County and the Buyer set forth in this Agreement and in any certificate, agreement, or instrument delivered in connection with the transactions contemplated hereby, shall survive the Closing Date for a period of five (5) years following the closing.

ARTICLE XXVI
Conditions of Closing

The obligations of the parties hereto to consummate the transaction contemplated hereby shall be subject to the satisfaction of the following conditions precedent:

- A) Execution and delivery of this Purchase and Sale Agreement by duly authorized parties;

- B) Payment by the Buyer to the County of the Purchase Price as of the Closing Date in accordance with Payment Instructions provided by the County;
- C) Execution and delivery of the Recordable Sale Document in substantially the form attached hereto;
- D) Execution and delivery by the Director of Finance – Chief Financial Officer of the County of the Certificate;
- E) Execution and delivery by an authorized officer of the Buyer of a certificate as to address for payments and notices;
- F) Delivery to the Buyer by the County of a certified list of Sold Tax Liens and certificates, if same were created; and,
- G) Duly authorized signatures of the County and the Buyer on separate Closing Memorandum, if required by either party, to memorialize the closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of this ____ Day of December, 2012.

Buyer

name

name

By: _____
Name: _____
Title: _____

Monroe County, New York

name

name

By: _____
Name: Scott M. Adair

Title: **Director of Finance - Chief Financial Officer**